

1 IN THE UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF TENNESSEE
3

4 CIVIL ACTION NO. 4:12-CV-00060
5

6 RICHARD SLUSHER, D.O.,

COPY

7 Plaintiff,

8 vs.

9 SHELBYVILLE HOSPITAL CORPORATION d/b/a
10 HERITAGE MEDICAL CENTER; and DAN BUCKNER,
11 individually,

12 Defendants.
13

14 DEPOSITION OF

15 RICHARD SLUSHER, D.O.
16 Bradley Arant Boult Cummings, LLP
17 One Federal Place
18 1819 Fifth Avenue North
19 Birmingham, Alabama 35203
20 March 2, 2014

21 REPORTED BY:

22 Gail B. Pritchett

23 Certified Realtime Reporter,

Registered Professional

Reporter and Notary Public

1 A P P E A R A N C E S

2

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10

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20

21 OTHERS PRESENT:

22 Mr. Dan Buckner

23

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1 S T I P U L A T I O N

2 IT IS STIPULATED AND AGREED, by
3 and between the parties, through their
4 respective counsel, that the deposition of
5 RICHARD SLUSHER, D.O. may be taken before Gail
6 B. Pritchett, Commissioner, Certified Realtime
7 Reporter, Registered Professional Reporter and
8 Notary Public;

9 That it shall not be necessary for
10 any objections to be made by counsel to any
11 questions, except as to form or leading
12 questions, and that counsel for the parties may
13 make objections and assign grounds at the time
14 of trial, or at the time said deposition is
15 offered in evidence, or prior thereto.

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1 I, Gail B. Pritchett, a Certified
2 Realtime Reporter and Registered Professional
3 Reporter of Birmingham, Alabama, and a Notary
4 Public for the State of Alabama at Large,
5 acting as Commissioner, certify that on this
6 date, as provided by the Federal Rules of Civil
7 Procedure of the United States District Court,
8 and the foregoing stipulation of counsel, there
9 came before me at the offices of Bradley Arant
10 Boult Cummings, LLP, One Federal Place, 1819
11 Fifth Avenue North, Birmingham, Alabama, on the
12 2nd day of March, 2014, commencing at 9:31
13 a.m., RICHARD SLUSHER, D.O., witness in the
14 above cause, for oral examination, whereupon
15 the following proceedings were had:

16
17 RICHARD SLUSHER, D.O.,
18 being first duly sworn, was examined and
19 testified as follows:

20
21 THE COURT REPORTER: Usual
22 stipulations?

23 MR. LONERGAN: Well, Shari is not

1 from this district. We usually just reserve
2 all objections except to form.

3 MS. RHODE: Agreed.

4 MR. LONERGAN: And I think I heard
5 you say, but just to get it on the record, do
6 you want Dr. Slusher to read and sign?

7 MS. RHODE: Yes.

8 MR. LONERGAN: It means you read
9 your copy of the deposition and have an
10 opportunity to correct some things if you want
11 to.

12 THE WITNESS: Okay.

13 MS. RHODE: You can't change your
14 answers, but if she didn't understand it --

15 THE WITNESS: Oh, yeah.

16 MS. RHODE: In case you start
17 going too fast.

18

19 EXAMINATION BY MR. LONERGAN:

20 Q. Your full name for the record,
21 please.

22 A. Richard Michael Slusher.

23 Q. Dr. Slusher, I introduced myself

1 to you a little while ago this morning, Matthew
2 Lonergan. I represent both Mr. Buckner and the
3 hospital corporation in your lawsuit that you
4 have filed. Have you given a deposition
5 before?

6 A. Yes, sir.

7 Q. So I don't have to tell you a
8 whole lot about what we are here for, but I
9 will give you some just reminders.

10 A. Yes, sir.

11 Q. If you will, listen to my
12 questions. And if you don't understand it,
13 please let me know and I will rephrase so you
14 can answer it.

15 A. Yes, sir.

16 Q. If you don't do that, I will
17 assume you have understood it and answered it
18 to the best of your ability.

19 A. Yes, sir.

20 Q. I'm sure you'll be fine, but the
21 court reporter needs verbal responses. So we
22 try not to have head nods or uh-huhs --

23 A. Yes, sir.

1 Q. -- and uh-uhs. And I will -- make
2 sure that you let me finish my question.
3 Sometimes I kind of pause and you think I might
4 be done but I'm not. And I will make sure I
5 let you finish your answers so we don't talk
6 over each other.

7 A. Yes, sir.

8 Q. If at any time you need a break,
9 need to get water or use the restroom, just let
10 us know. It's not a marathon contest, just
11 trying to get your answers to my questions,
12 okay?

13 A. Yes, sir.

14 Q. I don't know how long we will be
15 today. I'm sure we will be several hours. But
16 like I say, if you need to take a break, take a
17 break.

18 A. Yes, sir.

19 Q. You have given a deposition
20 before; can you tell me in what context?

21 A. It was for me versus Watson
22 Orthopedics in Springfield, Illinois.

23 Q. And that's a prior lawsuit that

1 you filed?

2 A. Yes, sir.

3 Q. What is the status of that
4 lawsuit?

5 A. Mainly just -- it's done, right?

6 Q. She really can't tell you.

7 MS. RHODE: As you understand it.

8 A. I understand it's over with. We
9 are signing paperwork for it just to go away, I
10 guess.

11 Q. Okay. So you're dismissing it?

12 A. Dismissing, yes. Better word for
13 it, yes, sir.

14 Q. What was your claim under that
15 lawsuit?

16 A. That he did not -- that he was not
17 just in what he was doing with the contract
18 that we had with him. It was just -- you know,
19 I really don't exactly know. I know she can't
20 tell me exactly what I was suing for, but his
21 contract was not fair is basically what it was.

22 Q. Were you suing for additional
23 compensation or compensation you thought was

1 owed you under the contract?

2 A. I believe it was just compensation
3 due under the contract, I believe.

4 Q. And I assume they defended that
5 they didn't owe you any additional monies?

6 A. Yes.

7 Q. And it has been resolved without
8 the payment of any additional money?

9 A. Yes, sir.

10 Q. And was Ms. Rhode your legal
11 counsel in that lawsuit?

12 A. Yes, sir.

13 Q. Now, your current military
14 deployment or leave, why don't you walk me
15 through that.

16 A. This one right here, sir?

17 Q. Yes, sir.

18 A. This is one with my Special Forces
19 group that I need to be qualified as a flight
20 surgeon. So now I'm in Fort Rucker's School of
21 Aviation Medicine learning to be a flight
22 surgeon.

23 Q. And is a flight surgeon what it

1 sounds like, that you --

2 A. What do you mean, sir?

3 Q. Tell me what a flight surgeon is.

4 A. A flight surgeon is aviation
5 medicine. We take care of the pilots. We take
6 care of all the aviators in the Navy, Air
7 Force, Army, Marine Corps. We also take care
8 of the -- in my case, I take care of Special
9 Forces guys who are high altitude, HAHO/HALO
10 jumpers and taking care of the mountain team,
11 scuba teams, all of the scuba divers. That's
12 about -- and that's basically the aviation --
13 U. S. Army School of Aviation Medicine.

14 Q. And what is your current rank?

15 A. Major.

16 Q. And how long have you been a
17 Major?

18 A. About five years.

19 Q. When did you start the current
20 military leave?

21 A. February -- today is March the
22 1st. So February, I think, 9th I reported.

23 Q. And how long are you supposed to

1 be on leave?

2 A. I will be there until March the
3 20th -- 21st, sorry, 21st.

4 Q. So this was designed mainly for
5 the special training or the additional
6 training?

7 A. Yes, sir.

8 Q. What is your current employment
9 status?

10 A. I'm employed with Triangle
11 Orthopaedic Associates in Durham, North
12 Carolina.

13 Q. And how long have you been with
14 Triangle?

15 A. So this is March. It will be
16 twenty-three months. It's twenty-three months
17 on March the 9th.

18 Q. So back in April of 2012?

19 A. April 9th, 2012.

20 Q. And while you are on military
21 leave, you are getting paid by the military,
22 correct?

23 A. Roger that, yes, sir.

1 Q. What is your compensation in the
2 military?

3 A. What is my compensation?

4 Q. Yes.

5 A. I don't really know how much it
6 is. It's like seven thousand dollars a month,
7 I think it is.

8 Q. Are you getting any additional
9 payment from Triangle?

10 A. I took one week of continuing
11 medical education, and the other five weeks I
12 am not getting paid.

13 Q. Are you an employee of Triangle or
14 do you have an ownership interest in the
15 association?

16 A. I am an employee, sir.

17 Q. Does Triangle have more than one
18 office?

19 A. Yes, sir.

20 Q. How many do they have?

21 A. All right. One, two, three -- I
22 think there are eleven.

23 Q. All in North Carolina?

1 A. Yes, sir.

2 Q. And where are you based out of for
3 your work?

4 A. The southeast region. I am in
5 Erwin, North Carolina.

6 Q. Is that Irwin with an I?

7 A. E, E-r-w-i-n.

8 Q. What is your residence address?

9 A. 305 South Bethesda Road,
10 B-e-t-h-e-s-d-a, Road, Southern Pines, North
11 Carolina 28387.

12 Q. And your current marital status?

13 A. Married.

14 Q. Children?

15 A. Two, boy and a girl.

16 Q. Ages?

17 A. Eight and twelve.

18 Q. How long have you been married?

19 A. Ten years July the 3rd.

20 Q. Okay. How long have you lived at
21 the Bethesda address, Bethesda Road?

22 A. Four years.

23 Q. And where was your residence

1 before that?

2 A. 815 East Massachusetts. And
3 that's in Southern Pines.

4 Q. Do you still own that home?

5 A. No, sir, we rent it.

6 Q. The Bethesda Road home, do you own
7 or rent?

8 A. Yes, sir, we own.

9 Q. When did you first join the
10 military? Just give me a brief history. I
11 don't need all of your --

12 A. Well, I went to basic in June of
13 1987. Is that all you want, sir?

14 Q. Well, a little bit more than that.
15 You shortened it too much.

16 A. I joined the ROTC throughout that
17 summer, went to a military academy at Wentworth
18 Military Academy, started in August of 1987,
19 graduated in May, May 20th, 1989. I was
20 commissioned as second lieutenant. And then I
21 went back to my home state, which was Michigan,
22 joined a field artillery National Guard unit,
23 spent two years with them while I was getting

1 my degree at Wayne State University, my
2 undergraduate.

3 I went to field artillery officer
4 basic course in 1992 at Fort Sill, Oklahoma,
5 graduated. I came back to my home state and
6 continued on with my field artillery for the
7 next ten years. Then when I graduated medical
8 school in 1999, I was commissioned -- actually,
9 I was already a captain, but they kind of
10 flipped me over and made me a captain in the
11 medical corps, which I joined a forward support
12 battalion as well as battalion surgeon for an
13 infantry unit --

14 (Reporter interruption.)

15 A. A forward support battalion, which
16 I was a battalion surgeon for an infantry unit.

17 Q. Okay.

18 A. And then I started my residency in
19 2000, and I went to Chicago where I did not --
20 I was back and forth to Michigan with my
21 National Guard unit. And then in 19 -- excuse
22 me, in 2004, I believe it was, I joined a
23 forward surgical team with the reserve. I was

1 in 919th Forward Surgical Team, which I spent a
2 year with.

3 Went to JRTC, which is a joint
4 readiness training in Fort Polk, and then I
5 went -- or I was assessed to go on active duty
6 to Fort Bragg in 2005 with the 82nd Airborne
7 Division, which I was part of the 782nd Forward
8 Surgical Team, 82nd Airborne. And do you want
9 any more than that? Do you want now? Do you
10 want my deployments and all of that other kind
11 of stuff too?

12 Q. Well, I'm going to ask you about
13 your deployments, but let me get to that. When
14 did you cease active duty?

15 A. October of 2009.

16 Q. And where were you at that time?

17 A. Residence, sir?

18 Q. Yes, sir.

19 A. I was at 815 East Massachusetts
20 Avenue, Southern Pines outside of Fort Bragg,
21 North Carolina.

22 Q. Was Fort Bragg your last -- as an
23 active military member, was Fort Bragg your

1 last assignment?

2 A. Yes, sir.

3 Q. So you were there from 2005 as an
4 active --

5 A. Yes, sir.

6 Q. -- member until --

7 A. August 1st, 2005.

8 MS. RHODE: Let him finish.

9 A. Oh, I'm sorry. Thought he was --
10 he took a deep breath.

11 Q. (BY MR. LONERGAN:) Remember I
12 warned you about --

13 MS. RHODE: You need to take one
14 too.

15 Q. (BY MR. LONERGAN:) The gray hair
16 makes you have to slow down a little bit. I go
17 a little slow.

18 A. Grass don't grow on a busy street.
19 (Off-the-record discussion.)

20 Q. (BY MR. LONERGAN:) So 2005 to
21 2009?

22 A. Roger.

23 (Whereupon, Defendants' Exhibit 1

1 was marked for identification and
2 copy of same attached hereto.)

3 Q. Would you identify that document,
4 please, Dr. Slusher?

5 A. It's my resume. It's my resume.
6 Could you hear that? Sorry.

7 Q. Can you tell me when this was
8 current, as of what date?

9 A. Let's see. Well, my kids were
10 only eight and four, so four years ago for my
11 son. Four years ago.

12 Q. All right. And it indicates at
13 the time I guess at the upper right-hand corner
14 Weatherby Locums, Inc. Was that your employer
15 at the time?

16 A. Yes, sir, that was a locums
17 company.

18 Q. And you are an orthopedic surgeon,
19 correct?

20 A. Yes, sir.

21 Q. What current states do you hold
22 your medical license in?

23 A. I have a Virginia medical license

1 as well as a North Carolina medical license.

2 Q. And prior states in which you have
3 been licensed?

4 A. Michigan, Ohio, Illinois,
5 Tennessee. And that is all. No, I'm sorry.
6 Kentucky. Kentucky. I'm sorry.

7 Q. That's all right.

8 A. That was for my fellowship.

9 Q. Now, you mentioned a little bit
10 ago and I said I would get to it, but why don't
11 we do that now. Since you ended your active
12 duty assignment, can you tell me when and where
13 your deployments have been in terms of serving
14 reserves?

15 A. The only one that I did was the
16 one in 2011, June 9th, 2011 until the end of
17 September 2011, when I went to Iraq, Basra,
18 Iraq. Do you need to know the unit's name or
19 anything?

20 Q. No, I don't. Now, other -- is
21 that the only time you have been deployed
22 overseas?

23 A. No, sir. I was deployed to

1 Afghanistan with the 541st Forward Surgical
2 Team, 82nd Airborne.

3 Q. When was that?

4 A. That was in October of 2006 until
5 October of 2007.

6 Q. Others?

7 A. I spent a month with Operation
8 Katrina from September of 2005 until October of
9 2005. I have gone to -- and I apologize. I'm
10 sorry. I went to Africa last year with the
11 909th Forward Surgical Team to Botswana for a
12 month, and that was in 2013 -- August of
13 2000 and -- it wasn't last year. It was 2012.
14 I'm sorry. July 2012 to the end of August
15 2012. They all roll together. I'm sorry.

16 Q. That's all right. So two after
17 active duty, two while you were still in active
18 duty. Any other call-ups or deployments
19 post-active duty?

20 A. When I came back from Iraq, I was
21 at Fort Leonard Wood from November the 14th. I
22 did backfill deployment until March of 2000
23 and -- November 14th, 2011 until March of 2012.

1 Q. You said backfill deployment. Can
2 you tell me what that is?

3 A. Well, they needed an orthopedic
4 surgeon to help out the orthopedic surgeons.
5 The orthopedic departments at most of the major
6 bases, they are deploying their orthopedic
7 surgeons overseas, so they need sometimes
8 reservists to come in and help out, fill in
9 that spot. So that's basically what I did to
10 help out.

11 Q. And that was in Missouri?

12 A. Roger, sir, Fort Leonard Wood,
13 Missouri.

14 Q. Any others after 2009?

15 A. I think that's it, sir. Yeah, I
16 think that's it.

17 Q. Okay. And then your current one,
18 which we have already talked about.

19 A. Yes, that's --

20 Q. Is there a cap on the number of
21 times that you can be called up --

22 A. No, sir.

23 Q. -- as a reserve?

1 A. Not that I know, sir. Actually
2 the reservists get tapped -- or get deployed
3 more than the active duty guys. And that's
4 because we only go three months at a time. So
5 they can snag -- excuse me, that's a terrible
6 word to use. But they can take you off of your
7 civilian job three months. It is easier for
8 them to do that than to take an orthopedic
9 surgeon active duty, which has to go six
10 months. At least that's their thinking, their
11 feeling.

12 Q. Okay. When you ceased active
13 duty, 2009, what was your employment after
14 that?

15 A. 2009, I was recruited while I was
16 on active duty to go work for Watson
17 Orthopedics.

18 Q. And that was in Illinois?

19 A. Yes, sir.

20 Q. What city?

21 A. Springfield.

22 Q. And how long were you with Watson?

23 A. Three months.

1 Q. And where did you go after -- and
2 were you an employee of Watson Orthopedics?

3 A. Yes. Yes, sir.

4 Q. And then where did you go after
5 Watson?

6 A. I did locums with Weatherby
7 Locums, which is on here.

8 Q. Is that in 2009 as well?

9 A. It was in 2010. I was working
10 with Weatherby in 2009.

11 Q. Okay.

12 A. In October I started working with
13 them. And then in 2010 I did some more, just a
14 of couple week things. And then when I left --
15 after I left Watson Orthopedics, I also went to
16 Tennessee, to Nashville to work for Dr. Kahlon
17 for three months. I worked for him from March
18 until June.

19 Q. Is that Dr. Kahlon with a K?

20 A. Dr. Kahlon, I think it's with a K,
21 yes, sir. He works for Tennessee Orthopedics
22 and Sports Medicine. Not the TOA. There is a
23 difference. Do you know the difference?

1 Q. I do. I represent TOA.

2 A. Okay. They are a much better
3 group.

4 Q. Big group.

5 A. Yes, they are.

6 Q. So three months with the Tennessee
7 Orthopedic and Sports Clinic?

8 A. Yes, sir.

9 Q. And was that through Weatherby?

10 A. No, sir.

11 Q. Okay. And then after that group,
12 is that when you went back to Weatherby with
13 Heritage?

14 A. That's when Heritage got ahold of
15 Weatherby; Weatherby got ahold of me. And they
16 needed to have somebody to come and help them
17 out, so that's when I got turned on to the
18 Heritage Medical Center.

19 Q. So Weatherby would be -- you just
20 have a contractual relationship with Weatherby
21 and if you are looking for work or assignment,
22 or they might contact you and say would you
23 like to go to wherever?

1 A. Yes, sir.

2 Q. Okay. Did you get lined up with
3 Watson through Weatherby?

4 A. No, sir.

5 Q. And Dr. Kahlon's group, that was
6 via Weatherby?

7 A. No, sir.

8 Q. Besides Heritage Medical Center,
9 which is the Shelbyville, Tennessee location we
10 are talking about, what other assignments have
11 you had through Weatherby?

12 A. I worked at Herrin Hospital in
13 Illinois. It's Herrin, Illinois. It's right
14 outside of Marion. And then I worked at
15 Hawkins County. It is in Kentucky, Hawkins
16 County Medical. And I also worked -- just
17 recently did a weekend call, Christmas call for
18 Laurinburg in Scotland Memorial Hospital in
19 Laurinburg, North Carolina.

20 Q. In Herrin, Illinois, how long were
21 you there?

22 A. I believe it was a couple of
23 months. I did a couple of different -- I think

1 two weeks there -- no. No, no, I'm sorry. It
2 was longer -- it was October, November,
3 December and January I did a couple of
4 two-week -- two weeks at a time.

5 Q. For two weeks at a time?

6 A. Yes, sir.

7 Q. Over that four-month period?

8 A. Yes, sir.

9 Q. What did you do those two weeks
10 where you weren't working at the hospital?

11 A. What do you mean, sir?

12 Q. Well, maybe I misunderstood. You
13 were in Herrin, Illinois for four months.

14 A. No, I was in Springfield,
15 Illinois.

16 Q. Okay.

17 A. I was working with Dr. Watson.
18 But Dr. Watson wasn't -- whatever. It is what
19 it is.

20 Q. Right.

21 A. So I took two weeks to support
22 myself, working locums, because I wasn't
23 getting paid by Dr. Watson.

1 Q. So you were doing that at the same
2 time you were doing Watson?

3 A. Yes, sir.

4 Q. Got you. How long were you in
5 Kentucky at Hawkins County Medical?

6 A. A week and a half. I just did a
7 real quick locums there. And I believe that
8 was in February of 2010.

9 Q. And then the North Carolina,
10 Laurinburg?

11 A. That was just recent, just last --

12 Q. Holiday?

13 A. Last December, yes, sir.

14 Q. Any other assignments through
15 Weatherby besides the Heritage Medical Center?

16 A. No, sir. Heritage started out as
17 Weatherby.

18 Q. Uh-huh.

19 A. Okay. You added that one. That
20 was one of them.

21 Q. I will mark these as a
22 collective 2.

23 (Whereupon, Defendants' Exhibit 2

1 was marked for identification and
2 copy of same attached hereto.)

3 Q. Dr. Slusher, what has been marked
4 as collective Exhibit 2 is a series of
5 documents relating to your temporary assignment
6 at Heritage Medical Center. Do you recognize
7 these documents?

8 A. (Reviewing document.) Yes, sir.

9 Q. And simply put, these would
10 reflect your assignments at Heritage Medical
11 Center through Weatherby under the locum tenens
12 status, correct?

13 A. That's what it looks like.

14 Q. First one is July, right?

15 A. Yes, sir, I started July 21st.

16 Q. It refers to thirty-day periods,
17 and then it can be renewed not to exceed a
18 hundred and twenty total days. Are you
19 familiar with that?

20 A. Where does it say that at, sir?

21 Q. The first one that's dated July
22 20th, the first page.

23 A. First one I have is dated August

1 the 4th.

2 MS. RHODE: (Indicating.)

3 A. My bad. Sorry.

4 Q. (BY MR. LONERGAN:) That's all
5 right. So thirty-day increments not to exceed
6 a hundred and twenty days?

7 A. Yes, sir.

8 Q. It's your understanding that's a
9 Tennessee law in terms of your affiliation with
10 the hospital, that you are limited in how long
11 you can serve at this locums tenens status?

12 A. I did not know the law. I didn't
13 know the law, no, sir.

14 Q. Have you run across that in any
15 other states in which you have been licensed --

16 A. No, sir, I never knew this.

17 Q. So that is the first one. The
18 second page or second document is dated August
19 4th, correct?

20 A. Yes, sir, it is.

21 Q. Can you tell me if you recall
22 receiving that document?

23 A. No, sir.

1 Q. It's from Mr. Buckner, Dan
2 Buckner, to all physicians and department
3 directors. Do you know what this document
4 refers to?

5 A. No, sir.

6 Q. It identifies the orthopedic
7 office being staffed with locum tenens
8 positions. Do you see that?

9 A. Yes, sir.

10 Q. It looks like a rotation there of
11 a number of physicians going two weeks and
12 covering with others, and your name is
13 included, is that correct?

14 A. Yes, sir.

15 Q. Did you know who Dr. Elizondo was?

16 A. No, sir.

17 Q. On any of these other physicians
18 listed, Dr. West, Dr. Ramprasad, I will say --
19 I don't know that's right -- and Dr. Hardin,
20 did you meet those gentlemen while you were
21 serving at Heritage Medical Center?

22 A. I met Dr. West and Dr. Ramprasad.

23 Q. Were they orthopedic physicians as

1 well?

2 A. Yes, sir.

3 Q. Did you know who Dr. Purvis was?

4 A. No, sir.

5 Q. Do you know if Dr. Purvis ever
6 joined Heritage Medical Center as a full-time
7 orthopedic surgeon?

8 A. No, sir, I don't.

9 Q. Did you know if Dr. Elizondo was a
10 full-time permanent orthopedic surgeon?

11 A. I knew that he was prior to me,
12 yes. I never met him.

13 Q. Now, the next three pages,
14 Dr. Slusher, are the same type of document in
15 terms of the locum tenens assignment. One is
16 August, one is September, and one is October.

17 A. Yes, sir, they are all dated, yes,
18 sir.

19 Q. And they are all addressed to you
20 at the 815 East Massachusetts Avenue residence,
21 correct?

22 A. Yes, sir.

23 Q. And Southern Pines has been your

1 residence since you -- since 2005, is that
2 right --

3 A. Yes, sir.

4 Q. -- when you were at Fort Bragg?
5 Okay. As it relates to the September and
6 October time frame, do you recall any of the
7 other orthopedic physicians who might have
8 worked at the hospital as locum tenens?

9 A. I don't understand that, sir.
10 What do you mean?

11 Q. I asked you earlier, and you were
12 familiar with Dr. West and Dr. -- is it Dr.
13 Ramprasad?

14 A. Yes, sir.

15 Q. Did they continue to serve in a
16 locum tenens capacity in September and October
17 of 2010?

18 A. I believe Dr. West, I saw him one
19 time.

20 Q. Okay.

21 A. Dr. Ramprasad was an attending
22 physician in Tullahoma, which was down the
23 street, and he would take call at the hospital.

1 He didn't necessarily work in the same office
2 as me. But I met him and knew him.

3 Q. Any other orthopedic surgeons that
4 were at Heritage during the time frame that you
5 were serving as locum tenens?

6 A. No, sir.

7 Q. That you can recall?

8 A. No, sir.

9 Q. How did you get originally
10 connected with Weatherby?

11 A. Originally with Weatherby?

12 Q. Yes, sir.

13 A. Back in 2009?

14 Q. Yes, sir.

15 A. Through the computer, just looking
16 for locum tenens work.

17 Q. And why did you choose locum
18 tenens work?

19 A. Because I didn't have a job coming
20 off of active duty yet.

21 Q. Okay. So you started in locum
22 tenens capacity at Heritage in July of 2010?
23 Does that sound right?

1 A. Yes, sir.

2 Q. And then after the locum tenens
3 assignment, you entered into an employment
4 contract with Heritage Medical Center, is that
5 correct?

6 A. Yes, sir.

7 Q. Do you recall an orthopedic
8 surgeon named Robert Swift?

9 A. Yes.

10 Q. Did he serve in some locum tenens
11 capacity at Heritage Medical Center while you
12 did as well?

13 A. Yes, he did. As a matter of fact,
14 yes, he did. Wow, yes, he did. I knew him
15 from the same in TOA, not the TOA that you are
16 representing, but the other, Tennessee
17 Orthopedic Sports Medicine. He had worked for
18 Dr. Kahlon as well. I totally forgot about
19 that guy.

20 (Whereupon, Defendants' Exhibit 3
21 was marked for identification and
22 copy of same attached hereto.)

23 Q. What has been handed you as

1 Exhibit 3 dated November 10, 2010, it's a
2 letter to you from Heritage Medical Center
3 regarding appointment to active medical staff,
4 correct?

5 A. Yes, sir.

6 Q. Granting your clinical privileges
7 starting November of 2010?

8 A. Yes, sir.

9 Q. Do you recall receiving that?

10 A. I never received this, but it's
11 here. I never got this copy, no, sir.

12 Q. I guess it went to your home
13 address.

14 A. It may have.

15 Q. It's identified as going to the
16 East Massachusetts Avenue, Southern Pines
17 address, right?

18 A. Yes, sir.

19 Q. Tell me the circumstances -- what
20 changed to go from locum tenens to going to
21 work for Heritage? How did that come up?

22 A. How did it come up? Since I had
23 started there doing locum tenens, they had been

1 offering me a job, wanting me to come work
2 there, come full-time. And I told them that,
3 you know, I --

4 MS. RHODE: Slow down a little.

5 Q. (BY MR. LONERGAN:) Slow down a
6 little.

7 A. I'm sorry. I told them that I
8 wasn't sure. I didn't know if I wanted to move
9 to Tennessee or not. I wanted it -- I just
10 wanted to keep my options open still. When I
11 was approached to do the one-year contract, I
12 said yeah, I would do it one year. It would
13 help me to convince my wife, and we would come
14 here and move here. So I wanted to do the full
15 year contract with them. It was my intention
16 to honor that full year contract, which is why
17 I signed the contract.

18 Q. You never moved your wife and
19 family to Tennessee, correct?

20 A. No, sir, we never moved there. We
21 visited. She came and looked at places.

22 Q. And you initially lived in a
23 hotel?

1 A. Yes, sir, I did.

2 Q. And then after that, did you rent
3 a home or apartment, a duplex?

4 A. Yes, sir, I did, a home.

5 Q. What type? A house?

6 A. A home.

7 Q. In Shelbyville?

8 A. Yes, sir.

9 (Whereupon, Defendants' Exhibit 4
10 was marked for identification and
11 copy of same attached hereto.)

12 Q. What has been marked as Exhibit 4,
13 Dr. Slusher, is a copy of what looks like your
14 application for medical staff appointment at
15 Heritage. Take a minute and look at that.

16 A. (Reviewing document.) Did you
17 want me to answer yes to this?

18 Q. Yes.

19 A. Yes, sir.

20 Q. Do you recall completing that
21 document?

22 A. This is not my handwriting, but --
23 some of it is my handwriting; some is not.

1 But, yes, this is --

2 Q. And it lists your residence as the
3 Massachusetts Avenue in Southern Pines, North
4 Carolina?

5 A. Yes, sir.

6 Q. Tell me what is not your writing.

7 A. Well, that address is not written
8 in my -- this first page is not my handwriting.

9 Q. Okay.

10 A. Second page, none. This stuff was
11 all pre-filled in except for the portion --
12 that is my handwriting that says "Wellington
13 Orthopedics." And then type of fellowship was
14 sports medicine, that is all my handwriting.

15 Q. Okay.

16 A. And the rest -- page three -- or
17 page -- is that page three or page four,
18 whatever?

19 Q. Looks like page three.

20 A. The top one that says "board
21 certification," I wrote that one.

22 (Reporter interruption.)

23 A. This top one of orthopedics, that

1 one, that is my handwriting. But otherwise,
2 the rest of this is not my handwriting. The
3 next page, that's my handwriting, AOA and
4 AOBOS. And then the next page, none of that --
5 that's not my handwriting.

6 Q. Do you recall answering any of the
7 questions listed on this application? Did
8 someone call you by telephone and ask you these
9 questions or did they ask you in a face-to-face
10 meeting?

11 A. No. No, sir. But the last page
12 is my handwriting, except for the Howard Rupard
13 portion.

14 Q. The easiest way to do this, I
15 guess, the fourth page which is identified as
16 page fourteen at the top --

17 MS. RHODE: Can you use the Bates
18 number?

19 MR. LONERGAN: Don't want to
20 confuse him.

21 MS. RHODE: Okay.

22 A. Page fourteen at the top. Roger,
23 got it.

1 Q. (BY MR. LONERGAN:) Do you recall
2 having to answer those questions that are
3 listed one through eight?

4 A. Yeah, this is -- what I believe
5 this is here, this is coming from my -- I'm
6 sorry, this is coming from my friend. I
7 believe what happened, I don't have a fax
8 machine at home.

9 Q. Got you.

10 A. And this was Dana asking me these
11 questions, who is my friend, and she just
12 filled it in because she has better
13 handwriting. And they had to fax from his
14 office. That's probably what happened.

15 MS. RHODE: He is asking you about
16 page fourteen.

17 A. Oh, I'm sorry. I understand your
18 question, sir. Yes, I answered these
19 questions.

20 Q. (BY MR. LONERGAN:) And it looks
21 like this would have been -- it was faxed,
22 anyway, it says, on July 19th, 2010.

23 A. Yes, sir.

1 Q. So that would have been when you
2 were first starting the locum tenens at
3 Heritage?

4 A. Yes, sir.

5 Q. And in terms of those questions,
6 one through eight, they are all marked as --

7 A. Same page?

8 Q. -- as no?

9 A. Yes, sir.

10 Q. Are those answers, would they all
11 still be the same today?

12 A. Yes, sir, they are all -- can I
13 ask a question? Am I allowed to ask any
14 questions?

15 Q. You can ask me a question if you
16 have a question about the document or something
17 I have asked you.

18 A. Number six, the question on number
19 six here on that page, "Have you been involved
20 in any claims, judgments or settlements in the
21 past five years? Have any been removed from
22 your record -- or expunged or removed from your
23 record?" I just want to know if that lawsuit

1 with Watson would be considered something like
2 that.

3 Q. No. No. I interpret that as
4 whether or not you had any claims or judgments
5 made against you because of your performance at
6 the time.

7 A. Oh, no, sir. Okay.

8 Q. That's the way I read that.

9 A. Okay, sir.

10 Q. Malpractice. Now, who did you
11 from Heritage negotiate or discuss the terms of
12 your employment agreement with?

13 A. Mr. Buckner. Are you done with
14 this paper, sir?

15 Q. Yes.

16 (Whereupon, Defendants' Exhibit 5
17 was marked for identification and
18 copy of same attached hereto.)

19 Q. What has been marked as Exhibit 5
20 is identified as Physician Employment
21 Agreement. It's an agreement also with a cover
22 page. If you will just take a minute and look
23 through that and make sure you are familiar

1 with the document.

2 A. (Reviewing document.) Yes, sir.

3 Yes, sir, I am familiar with this document.

4 Q. The cover page, the first page,
5 identifies some of the basic terms, correct?

6 A. Yes, sir.

7 Q. It's a one-year agreement, right?

8 A. Yes, sir.

9 Q. Supposed to start on or before,
10 but it looks like it says February, has been
11 written in, 28th, 2011.

12 A. Yes, sir.

13 Q. The date of the agreement is
14 identified as February 2nd, 2011 --

15 A. Yes, sir.

16 Q. -- right? Base salary four
17 hundred fifty thousand dollars?

18 A. Yes, sir.

19 Q. Then additional compensation,
20 compensation provided for you to the extent you
21 serve on the emergency department on call,
22 correct?

23 A. Yes, sir.

1 Q. And there is a rate for Monday
2 through Fridays and a rate for on-call duty in
3 the emergency room on weekends as well.

4 A. Yes, sir.

5 Q. Which would represent potential
6 three thousand dollars of compensation to you
7 on your off week each month, right?

8 A. Yes, sir.

9 Q. Is that the way you understand it?

10 A. Well, it was each day -- what I
11 understood, each day after -- yes, sir, yeah.

12 Q. Did you know if there was a cap on
13 the maximum amount of on-call pay you would
14 get in any --

15 A. No.

16 Q. And then you signed this document?

17 A. Yes, sir.

18 Q. Now, if you will look at the first
19 page of the employment agreement, under 3.1,
20 this agreement does not automatically renew,
21 correct?

22 A. It is my understanding it was a
23 one-year contract, yes, sir.

1 Q. Okay. And then if the parties
2 agree or if the parties attempt to negotiate
3 another agreement, you have thirty days to do
4 that. And if you are not successful in
5 negotiating a second agreement, then the
6 agreement may be terminated.

7 A. Yes, sir, that's what it says
8 here.

9 Q. Starting in section five, that
10 lists the duties and covenants, your
11 obligations under the agreement, correct?

12 A. Yes, sir.

13 Q. Those are all pretty
14 straightforward, right?

15 A. Seem to be, sir.

16 Q. Okay. And did you perform those
17 duties while working under this employment
18 agreement?

19 A. Yes, sir.

20 Q. Section six, employer, being
21 Heritage Medical Center, provides you adequate
22 office space, equipment, furniture, utilities,
23 supplies and support personnel?

1 A. Yes, sir.

2 Q. And the support personnel were
3 employees of the clinic, correct?

4 A. Yes, sir.

5 Q. Section eight sets forth your
6 compensation and benefits, correct?

7 A. Yes, sir.

8 Q. Section nine is identified as
9 insurance, correct, your liability insurance?

10 A. Yes, sir.

11 Q. And then when the agreement --
12 either upon expiration or termination, Heritage
13 would purchase for you what is referred to as
14 tail coverage?

15 A. Yes, sir.

16 Q. And that's a fairly common
17 procedure for -- under physician agreements, is
18 that correct?

19 A. Yes, sir.

20 Q. And then it also refers to you had
21 an obligation to make sure that any -- that
22 your duties or your practice was covered for
23 anything prior to coming to Heritage Medical

1 Center, correct?

2 A. Yes, sir.

3 Q. Section ten sets forth the
4 circumstances under which the agreement may be
5 terminated, right?

6 A. Yes, sir.

7 Q. Okay. And 10.1 are circumstances
8 which would allow the clinic to terminate you
9 immediately without further compensation,
10 correct?

11 A. Yes, sir.

12 Q. 10.2 is if either party materially
13 breaches the agreement and it is not cured
14 within thirty days, the other party may
15 terminate the agreement immediately, right?

16 A. Yes, sir.

17 Q. Article 10.4 says that either
18 party, either you or the clinic, can terminate
19 the agreement upon ninety days written notice,
20 correct?

21 A. Yes, sir.

22 Q. It also provides the option to the
23 clinic that in lieu of that ninety-day notice,

1 it says that there can be a cash payment made
2 in lieu of the notice and terminate the
3 agreement, correct?

4 A. What section are you at, 10.4?

5 Q. Still at 10.4.

6 A. Okay. Yes, sir, that's what it
7 says.

8 Q. And that 10.4 -- so either with or
9 without cause, upon ninety days written notice,
10 either you or the clinic can terminate the
11 agreement or if the clinic so desires, they can
12 provide you pay in lieu of the notice and
13 terminate the agreement, correct?

14 A. Yes, sir.

15 Q. So gone into this arrangement
16 under the employment agreement, the clinic, if
17 it had gotten sixty days into it, the clinic
18 could have given you written notice of ninety
19 days and said we have changed our mind, we are
20 terminating the agreement?

21 A. Say that over again, sir, one more
22 time.

23 Q. Sure. Say you are two months into

1 it.

2 A. Roger.

3 Q. And the clinic says this isn't
4 working.

5 A. Yes, sir.

6 Q. They could choose to terminate you
7 by just simply providing you ninety days
8 written notice.

9 A. Yes, sir.

10 Q. Okay. Or --

11 A. Vice versa.

12 Q. -- vice versa. You could have
13 said, you know what, this isn't working --

14 A. Yes, sir.

15 Q. -- here is my notice, ninety days,
16 see you later, right?

17 A. Yes, sir. Just talking louder so
18 you can hear me. Sorry.

19 Q. Section eleven, patient care,
20 makes reference to patients assigned to you. I
21 assume they were assigned to you by the clinic?

22 A. I assume so, yes, sir.

23 Q. Now, who represented you in the

1 negotiation of this contract?

2 A. My current counsel.

3 Q. Is that Ms. Rhode?

4 A. Yes, sir.

5 Q. Or somebody else from her office?

6 A. Martine Jackson, same office.

7 Q. And section twenty under
8 miscellaneous refers to the fact that the
9 agreement can be amended -- or can only be
10 amended, altered or modified by a written
11 agreement signed by both parties, correct?

12 A. Yes, sir.

13 (Whereupon, Defendants' Exhibit 6
14 was marked for identification and
15 copy of same attached hereto.)

16 Q. Dr. Slusher, what has been marked
17 as Exhibit 6 is three pages of what I will
18 refer to as employment-related policies or
19 acknowledgments. Each document which has your
20 signature on it, I just want to make sure that
21 you are familiar and acknowledge receipt of
22 these documents.

23 A. (Reviewing document.) Yes, sir,

1 that's my signature.

2 Q. And the first one is a sexual
3 harassment policy, correct?

4 A. Yes, sir.

5 Q. The second one refers to an
6 orientation notebook that has different --

7 A. Yes, sir.

8 Q. -- regulations within that
9 notebook, and the third page is the -- I guess
10 a standards acknowledgment.

11 A. Yes, sir.

12 (Whereupon, Defendants' Exhibit 7
13 was marked for identification and
14 copy of same attached hereto.)

15 Q. Exhibit 7 is two pages,
16 Dr. Slusher. One acknowledges -- called the
17 handbook receipt and acknowledgment, and the
18 second one is acknowledgment on the CHS code of
19 conduct.

20 A. Yes.

21 Q. Is that your signature on each of
22 those pages?

23 A. Yes, sir.

1 Q. And do you recall receiving a copy
2 of the -- what I will refer to as the employee
3 handbook?

4 A. No, sir. I don't remember getting
5 a copy of it, no, sir.

6 Q. And then you recall receiving a
7 copy of what is referred to as the CHS code of
8 conduct?

9 A. No, sir, I don't remember getting
10 a copy of it.

11 Q. Did you ever review it?

12 A. No, sir.

13 Q. Do you understand that what you
14 have signed indicates an acknowledgment that
15 you received, read and understand --

16 A. Yes.

17 Q. -- the code of conduct?

18 A. Yes, sir.

19 Q. And same thing with the handbook?

20 A. Yes, sir.

21 Q. But as you sit here today, you
22 don't fully recall whether or not you received
23 those?

1 A. I don't recall whether I received
2 those, no, sir.

3 (Whereupon, Defendants' Exhibit 8
4 was marked for identification and
5 copy of same attached hereto.)

6 Q. I will represent to you,
7 Dr. Slusher, what has been marked as Exhibit 8
8 is a cover page of an employee handbook. And
9 then the section that is printed out there is
10 Roman numeral six, employee leaves, which
11 includes the handbook policy on military leave.

12 A. (Reviewing document.)

13 Q. Represent pages thirty-five and up
14 from the actual handbook. It is not the full
15 handbook.

16 A. (Reviewing document.)

17 Q. And then the second part of that
18 is a policy on military leave.

19 A. (Reviewing document.) Yes, sir, I
20 see that here.

21 Q. Have you reviewed these policies
22 or seen these policies relating to military
23 leave and the reinstatement rights?

1 A. No, sir, I didn't.

2 Q. At the time that you went to work
3 under this agreement with Heritage Medical
4 Center, did you understand your -- that
5 Heritage had a military leave policy?

6 A. I did not know they had a military
7 leave policy. I was -- I didn't know anything
8 about the -- the law that governed that. I
9 didn't know anything about it.

10 Q. What, if any, understanding did
11 you have regarding Heritage obligations as
12 related to you and your reserve duty?

13 MS. RHODE: I'm just going to
14 object as to the no time frame. Are you asking
15 him when he was hired, when he deployed?

16 MR. LONERGAN: I was asking him at
17 the time that he worked for Heritage.

18 MS. RHODE: Any of the time.

19 A. Can you ask that question again?

20 Q. (BY MR. LONERGAN:) Yes, I will
21 rephrase it. You don't recall reviewing the
22 military leave policy?

23 A. No, I don't.

1 Q. Okay. When you went to work,
2 which I think is the way I phrased it, so when
3 you started work at Heritage Medical Center,
4 what, if anything, was your understanding of
5 Heritage's obligation towards you in any
6 military leave that you might be called for?

7 A. What I understood through just
8 being in the military and being deployed in the
9 military is that employers will honor your
10 contract when you come back from service,
11 serving the country. That was my
12 understanding.

13 Q. Okay. And whether you had a
14 contract or not, employers would honor your
15 return to work, is that your understanding?

16 A. That's my understanding.

17 Q. And you had been through that
18 process before, correct?

19 A. I had not necessarily been through
20 this process before.

21 Q. You hadn't been employed by
22 someone else and gone on military leave?

23 A. No, sir, I haven't. This is the

1 first time.

2 Q. Who did you discuss your military
3 leave with at Heritage?

4 A. Mr. Buckner.

5 Q. What did you tell him, generally?

6 A. I told him that -- I'm sorry.

7 Q. What did you tell him?

8 A. I told him that I had been called
9 to go to deployment overseas in Iraq, and I
10 informed him ninety days prior to my deployment
11 date.

12 Q. Do you recall what his response
13 was?

14 A. No, I don't recall what his
15 response was.

16 Q. Any difficulty being released to
17 serve on your military leave?

18 A. Not that I recall.

19 (Whereupon, Defendants' Exhibit 9
20 was marked for identification and
21 copy of same attached hereto.

22 MS. RHODE: Can you just give me
23 the Bates numbers?

1 MR. LONERGAN: 038 -- 38 through
2 40.

3 MS. RHODE: Okay. Thanks..

4 Q. (BY MR. LONERGAN:) Do you
5 recognize these documents, Dr. Slusher?

6 A. Yes, sir.

7 Q. The first one is your notice of
8 being called up, right, for deployment?

9 A. Yes, sir, these are orders.

10 Q. And then the second document that
11 is dated May 4th gives you specific notice of
12 where and when you are supposed to report, is
13 that correct?

14 A. Which one is -- oh, I'm sorry.
15 Yes, sir.

16 Q. Did you present copies of these
17 documents to Mr. Buckner?

18 A. Yes, sir. Oh, you put them
19 together.

20 Q. I did, just because they are
21 related. Trying to save her stickers.

22 Do you recall when you were
23 released by Heritage to -- looks like you were

1 reporting initially to Fort Benning, Georgia.

2 A. I don't recall the exact date, no,
3 but it was -- I believe it was a couple of days
4 prior or a week prior to me reporting to Fort
5 Benning.

6 Q. Did you drive to Fort Benning,
7 Georgia?

8 A. Yes, I did.

9 Q. Did you go home to North Carolina
10 before you went on to this deployment?

11 A. Yes, sir, I did. Went and picked
12 up my family and we drove to Fort Benning
13 together.

14 Q. And the anticipated length of
15 service was supposed to be ninety days, is that
16 right?

17 A. Ninety days boots on the ground,
18 yes, sir.

19 Q. Did Heritage pay you while you
20 were on -- while you were deployed?

21 A. No, sir.

22 Q. And that's -- from your experience
23 now, most employers don't pay --

1 A. Roger that, sir, they don't pay.

2 Q. You get your military --

3 MS. RHODE: Let him finish.

4 A. Oh, I thought he was done. He
5 gave a --

6 Q. (BY MR. LONERGAN:) So you just
7 would have received your military pay while you
8 were deployed?

9 A. Yes, sir.

10 Q. Did you take any paid time that
11 was available to you through Heritage to
12 compensate you while you were on leave?

13 A. I'm going to give you ten or
14 fifteen seconds.

15 Q. I can't ask a question while I am
16 drinking. I'll promise you that.

17 A. No, sir, I did not take any
18 compensation from Heritage Medical Center.

19 Q. I'm not trying to cause a problem
20 with the way you -- that's just the way I ask
21 questions.

22 A. You are an attorney. I get it.
23 You guys are always thinking.

1 Q. Do you recall when you actually
2 were in Iraq to start your service, what date?

3 A. My orders -- are you done?

4 Q. Uh-huh.

5 A. My orders are from June the 10th.
6 We have a one week prior -- or one week that we
7 do before we report in country. So we go to
8 Fort Benning for a week. We do our in
9 processing, go to medical, dental, hearing, all
10 of that kind of stuff to make sure that we are
11 okay to be deployed, just one more final check
12 before they send you off. And, then, I think
13 it was June 16th, I believe, I was in country.

14 Q. And then where specifically were
15 you?

16 A. I originally was in Kuwait. Well,
17 we all go to Kuwait first, spend a day there or
18 two there, and then I was stationed at Basra,
19 Basra, Iraq.

20 Q. Is that where you stayed for the
21 duration of your deployment?

22 A. Yes, sir.

23 Q. And what were your -- generally

1 what were your duties while you were in Iraq?

2 A. Orthopedic surgeon, forward
3 surgical team, trauma, orthopedic surgeon.

4 Q. How big of a presence in terms of
5 number of doctors that were there with you at
6 that time?

7 A. You want to know how many doctors
8 were there?

9 Q. That's my question.

10 A. Myself, there was a cardiothoracic
11 surgeon, and there was one, believe it or not,
12 nephrologist, and that was it.

13 Q. Okay.

14 (Whereupon, Defendants' Exhibit 10
15 was marked for identification and
16 copy of same attached hereto.)

17 Q. Can you identify that document for
18 me?

19 A. Yes, sir, this is the release from
20 active duty or the release from Fort Benning.
21 This was my go sheet. This means I get to go
22 home. This was very important.

23 Q. I understand. When did you come

1 back into the country from Iraq?

2 A. August -- this is dated the 31st.
3 I think this was a couple of days prior to
4 that. Because same thing, one, you have to do
5 the same thing you do before you go, then the
6 same thing, you have to outprocess before you
7 go home. So I would -- maybe a couple of days
8 before this was dated here, August 31st.

9 Q. Did you do the same thing as you
10 went in Iraq, do you go to Kuwait for a couple
11 of days --

12 A. Yes, sir.

13 Q. -- and then home?

14 A. (Nodding head affirmatively.)

15 MR. BUCKNER: Where are the
16 restrooms?

17 (Whereupon, a break was had from
18 10:39 a.m. until 10:47 a.m.)

19 Q. (BY MR. LONERGAN:) So if I
20 understood correctly, Dr. Slusher, you recall
21 coming back in the country a few days before
22 this August 31st document, is that right?

23 A. Yes, sir, it is.

1 Q. And were you actually released,
2 then, on September 23rd or what was your
3 release date from your service?

4 A. Effective date 23 September, yes,
5 sir.

6 Q. And when did you report then back
7 to work at Heritage?

8 A. Are you ready?

9 Q. Uh-huh.

10 A. I believe it was October the 3rd.

11 Q. Did your family stay in Fort
12 Benning while you were overseas, then?

13 A. No, sir. They stayed back home.

14 Q. Okay. I thought you had made
15 reference to moving the family to Fort Benning.

16 A. No, sir, I never said that. I
17 said that we -- I drove home from Shelbyville
18 to pick my family up so they could be with me
19 at Fort Benning before I was deployed. And
20 then they drove back home.

21 Q. When you were released and prior
22 to returning to Heritage Medical, did you go
23 back home to North Carolina to visit your

1 family?

2 A. I'm giving you five seconds. Yes,
3 sir.

4 Q. When I asked you about the
5 handbook and the code of conduct and you said
6 you didn't recall receiving them, those
7 documents that you signed, do you recall who
8 met with you or presented you those documents
9 for you to sign?

10 A. No, sir. I don't recall who it
11 was.

12 Q. Okay. Do you know if it was
13 someone from the Heritage human resources
14 department?

15 A. It must have been, sir. I'm sure
16 it was, but I don't recall who it was.

17 Q. Before you went on your
18 deployment, did you ask anyone at Heritage
19 questions about military leave or your rights
20 while you were gone?

21 A. No, sir.

22 Q. Besides Tish Rader, who else did
23 you keep in contact with from Heritage while

1 you were deployed, or was there anyone else?

2 A. I don't believe there was anyone
3 else. I may have stayed in contact with my --
4 you know, just hello, I'm fine emails to maybe
5 Shelly, Shelly Dortch, but nobody in
6 administration or anything like that.

7 Q. Who was Tish Rader?

8 A. It is my understanding she was the
9 clinical practice manager type person.

10 Q. Kind of liaison position between
11 the physicians and the hospital, clinic?

12 A. I think that's what it was. I
13 believe so.

14 Q. What about Ms. Dortch, who was
15 she?

16 A. She was our office -- really don't
17 know what her job was. I don't know what her
18 title was. But I know what she did. She
19 worked the front desk, she checked patients in,
20 checked patients out, you know, scheduled
21 patients, things like that. And she kind of
22 took care of the office. So I assumed she was
23 the office manager type, and she answered to

1 Ms. Rader.

2 (Whereupon, Defendants' Exhibit 11
3 was marked for identification and
4 copy of same attached hereto.)

5 Q. Dr. Slusher, do you recognize what
6 has been marked as Exhibit 11 and handed to you
7 as termination of employment agreement?

8 A. Yes, sir.

9 Q. Is that your signature on the
10 bottom of the page?

11 A. Yes, sir.

12 Q. Tell me what you remember about
13 circumstances of receiving this document.

14 A. I was contacted by Ms. Rader by
15 email -- I don't remember the exact date --
16 while I was in Iraq who said that I needed to
17 sign this thing, this termination agreement. I
18 wasn't able to get ahold of my counsel to do
19 this, and I thought that this was a document
20 that -- I was in military mode. You give me my
21 orders, and here it is, sign your termination
22 agreement. So going along with being in Iraq
23 and seeing this termination agreement, I signed

1 it because I thought that's what I had to do,
2 that's what I was supposed to do.

3 Q. Is it your testimony that the
4 first time you received this -- the first time
5 you had seen this document was when you
6 received it from Ms. Rader?

7 A. Yes, sir.

8 Q. Had you had any discussions about
9 termination of employment agreement prior to
10 receiving this document?

11 A. Not to any extent, no, sir.

12 Q. I don't understand what you mean
13 by that, not to the extent.

14 A. Well, I knew that my -- I was
15 supposed to come back and fulfill my agreement.
16 That's what I knew. I didn't know about
17 anything about termination.

18 Q. Is it your testimony that you
19 didn't have discussions about notice of
20 termination of your agreement or that your
21 employment agreement was going to be
22 terminated?

23 A. That was done in -- yes, Ms. Rader

1 sent an email to me saying that they had hired
2 somebody and he was going to start. And that's
3 when I started emails back, well, what are you
4 going to do with me? So I guess if that's what
5 you consider discussion about termination, then
6 yes.

7 Q. Did you know -- hired someone, is
8 that the reference to Dr. Mosley?

9 A. I didn't know his name at the
10 time. I don't believe I knew his name at the
11 time, but yeah, that's who it was.

12 Q. Do you have any recollection of
13 discussing that issue prior to your deployment?

14 A. I guess I don't understand that
15 question. One more time there, just --

16 Q. Sure. Do you have any
17 recollection of a discussion regarding who
18 turned out to be Dr. Mosley prior to you being
19 deployed?

20 A. Yes. She had mentioned that they
21 were recruiting a gentleman, but she said they
22 had not hired anyone yet.

23 Q. And was it your understanding that

1 they were recruiting this person to be the
2 permanent full-time orthopedic surgeon at the
3 clinic?

4 A. Yes, sir.

5 Q. But you don't remember -- your
6 recollection at the time, you weren't specific
7 of who it was, but you later learned that was
8 Dr. Mosley, is that right?

9 A. Yes. I didn't know -- they had
10 not hired him. They had not said they hired
11 him. They had just said they interviewed him.

12 Q. And you knew that prior to your
13 June deployment?

14 A. Yes.

15 Q. And is it your testimony that --
16 strike that.

17 Was Ms. Rader the person you had
18 had the conversation with about this individual
19 prior to being deployed?

20 A. Yes, sir.

21 Q. Did you have any conversation
22 relating to that issue with Mr. Buckner prior
23 to being deployed?

1 A. Not that I recall, sir.

2 Q. Do you recall any conversation in
3 which you advised Mr. Buckner prior to your
4 deployment that after your service was over you
5 were going to head back to North Carolina?

6 A. No, sir. My intentions were to
7 come back and fulfill my contract, my entire
8 year in February.

9 MR. LONERGAN: Can we go off the
10 record a second?

11 (Off-the-record discussion.)

12 Q. (BY MR. LONERGAN:) Briefly, on
13 the termination agreement notice, this
14 indicates that your employment agreement is
15 being terminated or the parties -- let me
16 restart that.

17 The second paragraph says, "The
18 parties agree to mutually terminate the
19 employment agreement as of October 26, 2011
20 (termination date) and to waive any of its
21 notice requirements for termination." Do you
22 see that?

23 A. Yes, sir.

1 Q. And then it says, "If Dr. Slusher
2 returns to work at Heritage before October 26,
3 2011, Heritage agrees to pay him his current
4 rate of pay for that work up until termination
5 date." Do you see that?

6 A. Yes, sir, I do.

7 Q. Do you recall when you signed this
8 document reading that and understanding that
9 that was the effect of the document relating to
10 your employment agreement being terminated?

11 A. Yes, sir, I do. Are you done with
12 that one, sir?

13 Q. Yes. Don't bury it too deep.

14 A. Okay. I will just keep it right
15 there, then.

16 Q. Turn it sideways or something like
17 that. All right. I'm going to start with
18 these series of emails, Dr. Slusher, and they
19 are going to be marked collective 12.

20 MR. LONERGAN: Is that right,
21 Gail?

22 (Whereupon, Defendants' Exhibit 12
23 was marked for identification and

1 copy of same attached hereto.)

2 Q. First one is Bates stamped 478.

3 If I read this correctly, Dr. Slusher, it is an
4 email exchange from July 2nd, 2011 between you
5 and Ms. Rader, is that correct?

6 A. (Reviewing document.) Yes, this
7 is a conversation -- email from me and Tisha.

8 Q. Do you recall if this was the
9 first email communication between you and
10 Ms. Rader after being deployed?

11 A. I don't recall. No, I don't know
12 if that's the first one or not.

13 Q. Evidently Ms. Rader had a brother
14 who was overseas.

15 A. Yes, he was with 5th Group.

16 Q. If I understand correctly, there
17 might have been some hope that maybe she
18 thought you could see him or say hello, but you
19 didn't wind up being in the same area, is that
20 right?

21 A. Yes, sir. She had mentioned to me
22 that he was one of the 5th Group guys that was
23 north of me, and that was where my other half

1 of my forward surgical team was stationed. I
2 unfortunately was put in Basra as opposed to
3 being put where he was at. She was hoping I
4 could say hi to him, yes.

5 Q. The part of the email back on the
6 top of that page makes reference to "still no
7 contract signed from Mosley."

8 A. Yes, sir, it says that.

9 Q. Now, that's reference to the
10 doctor they were discussing him becoming
11 full-time permanent orthopedic surgeon at the
12 Heritage Medical Clinic, correct?

13 A. I believe so, yes, sir. That's
14 what it looks like.

15 Q. And was it your understanding
16 then -- strike that.

17 This is an email we marked as
18 12.2, Bates labeled 479 from July 22nd from you
19 to Ms. Rader, correct?

20 A. Yes, sir.

21 Q. Evidently you had had some
22 additional discussion or information that
23 Mosley had not signed his contract yet.

1 A. Yes, sir, appears so.

2 Q. But you have an understanding that
3 he is going to soon, but let you know if any
4 changes.

5 A. Yes, sir, that's what the document
6 says.

7 Q. It is your understanding, then,
8 that when Dr. Mosley signed his employment
9 agreement to become the permanent orthopedic
10 surgeon at Heritage, that then your employment
11 agreement would be terminated?

12 A. No, I was thinking that I was
13 supposed to stay there and fulfill my contract,
14 my entire contract. It was always my intention
15 to come back and fulfill my entire contract,
16 whether it be, you know, in a part -- part-time
17 or whatever it is, I was supposed to be there.
18 That was my intention.

19 Q. What has been marked as 12.3 is a
20 rather lengthy email from Ms. Rader to you from
21 July 23rd, 2011, correct?

22 A. I agree.

23 Q. The bulk of it is just personal

1 discussion about her and her parents' trip or
2 whatnot?

3 A. Yes, sir.

4 Q. But the initial part of that is
5 she is confirming to you they still don't have
6 a signed contract from Dr. Mosley.

7 A. Yes, sir.

8 Q. And there is a reference to the
9 next locum starts Monday and Daniel's last day
10 is Wednesday. Do you know who Daniel is?

11 A. Yes, sir.

12 Q. Who is that?

13 A. He was the nurse practitioner that
14 was working there with us.

15 Q. What has been marked as 12.4,
16 email back from you to Ms. Rader dated July
17 23rd, 2011, correct?

18 A. Yes, sir.

19 Q. About halfway through this
20 paragraph, Dr. Slusher, it says, "I just want
21 to know what you guys were going to do about
22 the ninety-day notice. When would this guy
23 start?"

1 A. Yes, sir.

2 Q. So as of July 23rd, 2011, is it
3 not true that you had some understanding that
4 your employment agreement was going to be
5 terminated as a result of this Dr. Mosley being
6 hired?

7 A. Yes, sir.

8 Q. And the specific inquiry is how is
9 the notice going to be handled, is that right?

10 A. Yes, sir.

11 Q. Number 12.5, Dr. Slusher.

12 A. Yes, sir, 12.5.

13 Q. First the bottom one being the
14 earlier one from Ms. Rader back to you and then
15 the top one is your response.

16 A. Okay.

17 Q. On the bottom one, it says, "As
18 far as the ninety-day notice, I met with key
19 management yesterday. They gave the go-ahead
20 to send you a ninety-day notice." Do you see
21 that?

22 A. Yes, sir, I see that, uh-huh.

23 Q. And then your response says, "As

1 for the ninety-day notice, I am supposed to be
2 back to work there on October 9th. Do the
3 math. The ninety-day notice would have to be
4 given by July 12th or so. Correct me if I am
5 wrong. If the notice comes dated, say, August
6 1st, then ninety days from that is October
7 30th. How does that work? I really do not
8 know and would have to get with the attorney of
9 when this guy wanted to start." Correct?

10 A. Yes, sir, that's what it says.

11 Q. So, again, based on this email,
12 you are anticipating the ninety-day notice
13 which would terminate your employment agreement
14 and you are asking what the end date would be,
15 right?

16 A. Yes, sir.

17 Q. 12.6, Dr. Slusher, email back from
18 Ms. Rader to you that specifically references
19 the termination agreement that is attached to
20 this email and sent to you, correct?

21 A. Yes, sir.

22 Q. And that's in reference to what we
23 have earlier marked and introduced as

1 Exhibit 11, the termination of employment
2 agreement, is that correct?

3 A. Yes, sir.

4 Q. 12.6 is your response back to
5 Ms. Rader dated the 28th of July, correct?

6 A. 28th of July, yes, sir.

7 Q. And the reference to "I will try
8 to print it out," that's a reference to the
9 termination agreement, correct?

10 A. Yes, sir.

11 MS. RHODE: Is that 12.6 or 12.7?

12 A. 12.7.

13 MR. LONERGAN: 12.7. Did I
14 misspeak?

15 MS. RHODE: Yes.

16 MR. LONERGAN: Thank you.

17 Q. (BY MR. LONERGAN:) Exhibit 12.8,
18 Dr. Slusher, dated July 29th, 2011, email from
19 you back to Ms. Rader, correct?

20 A. Yes, sir.

21 Q. And, again, referencing the
22 agreement, it says, "I will have my attorney
23 look at it and let you know ASAP. Thanks

1 again. Nice working with you." Is that
2 correct?

3 A. Yes, sir, that's what it says.

4 Q. Exhibit 12.9, Dr. Slusher, email
5 from you back to Ms. Rader, at this point you
6 are indicating to her that you return before
7 the 26th of October.

8 A. Yes, sir.

9 Q. And will work those days and also
10 be compensated for the vacation days as well,
11 correct?

12 A. Yes, sir.

13 Q. So is it your understanding you
14 were going to -- when you came back, you would
15 still have time that would work prior to the
16 effective date of the termination, correct?

17 A. Yes, sir.

18 Q. And that termination date was
19 ninety days after -- the termination of your
20 agreement was ninety days after the date of
21 that agreement, correct?

22 A. Yes, sir.

23 Q. And this also says, "My attorney

1 is looking at the termination agreement. I
2 will get it back to you as soon as she is done
3 with it," correct?

4 A. Yes, sir.

5 Q. Now, which attorney was that that
6 was reviewing the agreement?

7 A. I wasn't able to get ahold of her.
8 She was out of town, so she -- I did this on my
9 own.

10 Q. Okay. But you are communicating
11 to Ms. Rader that your attorney has the
12 document and is reviewing it.

13 A. Yes, sir.

14 Q. 12.10, email from you,
15 Dr. Slusher, dated August 8th and sent back to
16 Ms. Rader with the signed termination
17 agreement, correct?

18 A. Yes, sir.

19 Q. And you confirm that you are
20 planning on coming back to Heritage on October
21 3rd and to finish out the month of work,
22 correct?

23 A. Yes, sir.

1 Q. A reference to what you think to
2 be your accrued vacation days.

3 A. Yes, sir.

4 Q. And then reference to "Thanks for
5 everything. Nice working with you. Hope it
6 all works out there."

7 A. Yes, sir.

8 Q. You clearly understood that your
9 employment agreement was terminating on that
10 October 26th date?

11 A. Yes, sir.

12 Q. And there is nothing in this email
13 that raises any questions to Ms. Rader about
14 the contents of your termination agreement,
15 correct?

16 A. Not in this email, no, sir.

17 Q. In fact, you didn't raise any
18 question to Ms. Rader during this email
19 exchange about the contents or meaning of the
20 termination agreement?

21 A. No, sir.

22 Q. 12.11, email from you back to
23 Ms. Rader dated August 9th, 2011, and her email

1 to you below is clarification or statement on
2 what the accrued vacation was, is that correct?

3 A. Yes, sir, it is.

4 Q. She is indicating to you what
5 Heritage shows as your being in your accrued
6 vacation as opposed to what your question was,
7 right?

8 A. Yes, sir.

9 Q. And your response to that is,
10 "Sure, whatever you say, thanks," right?

11 A. Yes, sir.

12 Q. Exhibit 12.12, short email from
13 you back to Ms. Rader asking about what work
14 you would be doing when you returned and where
15 you might have a place to stay.

16 A. Yes, sir.

17 Q. Now, you said earlier this morning
18 that you -- once you signed the employment
19 agreement, you moved from a hotel to renting a
20 house or an apartment, is that right?

21 A. Yes, sir, Mr. Buckner helped me
22 with that.

23 Q. When you left on deployment, did

1 you vacate, evidently, that house?

2 A. Yes, sir, I did.

3 Q. Dr. Slusher, document 12.13, email
4 exchange between you and Ms. Rader or emails,
5 August 15th. Your response is the 16th of
6 August 2011. She indicates she is going to
7 check with Dan -- that is Mr. Buckner -- on
8 your work and a reference to a woman named Pam
9 possibly renting her mother's house or this is
10 a reference to possibly staying at the
11 Cumberland House Bed and Breakfast. Do you see
12 that?

13 A. Yes, I do, sir.

14 Q. Where did you wind up staying when
15 you returned?

16 A. That's a good question. I
17 stayed -- Dan, you can help me out here. It
18 was down the street in downtown Shelbyville --
19 I don't know who -- I know he is not allowed to
20 talk --

21 Q. Just wanted to make sure he
22 understood that.

23 A. It was a house that I -- I don't

1 know how I got ahold of the person or whatever,
2 but it was a house I stayed at, rented that
3 house.

4 Q. So you sent the signed termination
5 agreement back, according to 12.10, on August
6 8th. Okay. And then on August 30th, 2011,
7 Ms. Martine Jackson sends a letter, an email to
8 Mr. Buckner and Ms. Rader and maybe you
9 forwarded that by email to Ms. Rader, is that
10 correct?

11 A. Is that a question towards me,
12 sir?

13 Q. Yes.

14 A. Could you say that one more time?

15 Q. Did you get this from Ms. Jackson
16 on August 30th?

17 A. I don't recall getting this email.
18 I knew that she had sent him an email. I knew
19 that. I don't know that I got this email.

20 Q. And in this email she advises
21 Mr. Buckner that you are going to -- are eager
22 to return to fulfill the remainder of your
23 employment agreement, correct?

1 A. Yes, sir.

2 Q. What changed, Dr. Slusher?

3 A. I don't understand the question.

4 Q. What changed in your position that
5 you then as of September -- excuse me, August
6 30th were intending to -- or wanting to fulfill
7 the remainder of your employment agreement
8 after you had already signed an agreement to
9 terminate?

10 A. I was always under the impression
11 that I had to fulfill my contract. When I got
12 back off of active duty, I was informed by one
13 of the JAGs at the military, because I had told
14 them what had happened, and they informed me of
15 my USERRA rights and instructed me to go to not
16 so much the military system, to go through the
17 civilian system.

18 Q. August 30th you would have been
19 back stateside, right?

20 A. Yes, sir, I was back by then, yes,
21 sir.

22 Q. So then after you say you were
23 advised by someone in the military that states

1 about your rights, is that when you contacted
2 Ms. Jackson?

3 A. Yes, sir.

4 Q. Did Ms. Jackson have a copy of
5 your signed termination agreement?

6 A. I don't know that, sir. I believe
7 she does, yes, sir. Now I believe she does.

8 Q. Do you know whether or not she had
9 a copy of it at the time --

10 A. No, sir, I don't recall.

11 Q. -- you sent it to -- all right.

12 Dr. Slusher, three emails printed on that page
13 between you and Ms. Rader and Mr. Buckner, do
14 you recognize those emails?

15 A. Well, they are assigned to me,
16 but, yeah, sure.

17 Q. One of them has to do with the
18 attached, you are asking for the legal
19 department address for the clinic. And then
20 one of the things references an attachment
21 about your returning to work. And then
22 Mr. Buckner advises you that he can't open the
23 attachment.

1 A. So we are going from top to
2 bottom. The first one is from me. I just want
3 to make sure. Is that --

4 Q. Yes.

5 A. Okay. Yeah, this is -- all you
6 are asking is do I recognize --

7 Q. Confirmation.

8 A. Okay, sir, yes.

9 Q. And then you sent this letter, but
10 he indicates that he can't open it so you would
11 have to resend the letter, is that right?

12 A. Yes, sir.

13 Q. 12.16 appears to be the content of
14 the letter you are referring to, but it looks
15 like it has been converted to email form, is
16 that right?

17 A. Yes, sir.

18 Q. 12.17 looks like it is the letter
19 you were able to get in the format and email it
20 to Dr. Buckner -- I mean, Mr. Buckner, correct?

21 A. Yes, sir.

22 Q. And it's the same content that the
23 email talks about, completing your obligations

1 under the employment agreement.

2 A. Yes, sir.

3 Q. And that you will be reporting to
4 work on October 3rd.

5 A. Yes, sir.

6 Q. Now, at no point in any of these
7 communications that we have looked at this
8 morning, prior to you sending this letter, did
9 you ever indicate to Mr. Buckner or Ms. Rader
10 that you didn't understand the contents of the
11 termination agreement, correct?

12 A. No, sir.

13 Q. And you did not indicate to them
14 that contrary to your representation, that you
15 had not, in fact, had legal counsel review the
16 agreement.

17 A. Are you saying that I didn't have
18 any counsel when I got the termination
19 agreement? Is that what you are asking me?

20 Q. You represent in these emails that
21 you were going to have your attorney look at
22 the document.

23 A. Roger that, sir.

1 Q. And that there was a second
2 communication that said it has been reviewed
3 and you sent it back signed to Heritage.

4 A. Roger that, sir.

5 Q. And at no point prior to
6 Ms. Jackson communicating with Heritage did you
7 ever indicate to Ms. Rader or Mr. Buckner that
8 you hadn't had legal counsel look at it or that
9 you couldn't get it to them.

10 A. No, sir. Thanks for clearing that
11 up. That was nice.

12 Q. I do not profess to ask clear
13 questions all the time. But I do want to, if
14 you don't understand them, to correct it.

15 Do you recognize 12.18?

16 A. Yes, sir.

17 Q. And that's a reference to
18 Dr. Mosley being on staff and I guess taking
19 the office space that had previously been
20 provided to you when you were at Heritage,
21 correct?

22 A. Yes, sir.

23 Q. Where did they wind up placing you

1 for space when you returned on October 3rd?

2 A. They put me in the office right --
3 the office, as in the room office, next to
4 Dr. Mosley. He had the corner office. I had
5 the one where Mr. Enroth was, Dan Enroth was at
6 when I was there previously.

7 Q. And just to make sure, that email
8 is dated September 8, 2011, correct?

9 A. Yes, sir, it is.

10 Q. And at that time you were in Fort
11 Benning, Georgia?

12 A. I think I was back. I think I was
13 home at that time.

14 Q. Do you recall how many days you
15 were at Fort Benning before being completely
16 released?

17 A. I believe it was five. It's
18 usually around five. I don't remember exactly,
19 but it's around five. Depends on how -- I'm
20 not going to say how lazy, but I will, how lazy
21 the government workers are to get you --

22 Q. You mean how long it takes to
23 get --

1 A. How long it takes to get
2 outprocessed, yes, sir.

3 Q. And then from there you went back
4 to North Carolina with your family?

5 A. Yes, sir.

6 Q. Do you remember when you drove --
7 I assume you drove -- when you came back to
8 Shelbyville to resume the October work?

9 A. It would have been the day before,
10 so probably October 1st or 2nd.

11 Q. So almost a month you spent at
12 home in North Carolina with your family?

13 A. It was probably about three weeks,
14 yes, sir.

15 Q. And you didn't make any inquiry of
16 Heritage about coming back earlier than October
17 3rd?

18 A. As a matter of fact, I did, sir,
19 but it's not on email. I don't have proof of
20 that. So I did. I believe too that you
21 can't -- I don't know if this is right or
22 wrong. I don't know if it's right. You can't
23 be on active duty still and still go back to

1 your employment. That was the understanding
2 that I have. You can't do that. You can't,
3 quote, unquote, double-dip.

4 Q. So the twelve -- the September
5 23rd date you are saying is the date the
6 government would say you were --

7 A. Would release you.

8 Q. -- done. Even if they release you
9 to go home, you are still on the payroll
10 through September 23rd?

11 A. Yes, sir.

12 Q. That's your understanding?

13 A. Yes, sir.

14 Q. 12.19 is your response back to
15 Ms. Rader about what office to put you in, and
16 you are just indicating at this point
17 everything should go through your attorney,
18 correct?

19 A. Yes, sir. I'm going to -- from
20 now on I'm going to wait for you to look at me.
21 Is that okay?

22 Q. That's fine.

23 A. Okay.

1 Q. Communication between you and
2 Ms. Rader -- Ms. Rader, excuse me, not to be
3 confused with Walter O'Reilly.

4 MS. RHODE: MASH. Radar.

5 A. Oh, I'm not as old as you, sir.

6 Q. (BY MR. LONERGAN:) That's right.
7 You are not. I pronounced it Radar instead of
8 Rader.

9 A. By the way, that stuff is not
10 true, that MASH stuff, definitely Hollywood.

11 Q. October 4th, just making
12 arrangements when you are reporting in to
13 Heritage Medical Center, is that what this
14 email is about?

15 A. Yes, sir. She indicates to meet
16 me in her office, yes, sir.

17 Q. What was your assignment when you
18 returned, at Heritage, what did you do?

19 A. I went back to the same thing I
20 was doing. I was seeing patients and taking
21 calls, the same thing I was before.

22 Q. Same pay?

23 A. Oh, yes, sir.

1 Q. Same benefits?

2 A. Yes, sir.

3 Q. Different physical office?

4 A. No, sir. Oh, the physical --
5 there are two offices. There was a big one in
6 the same building.

7 Q. Right.

8 A. And there were two offices in the
9 building, in the orthopedic clinic. And
10 Dr. Mosley was in the one that I was in
11 previous to my deployment. I was in the one
12 right next to him, the office. We shared the
13 same office space, I guess you want to say.

14 Q. Different room, I guess, within
15 the same location?

16 A. Yeah, yeah, yeah.

17 Q. Part of your legal complaint
18 alleges or complains that when you returned,
19 you were doing things that you hadn't done
20 before, like review procedures, take ER call,
21 make sure the emergency room was stocked or
22 staffed. Is that accurate?

23 A. I would like to know what you mean

1 by stocked because I'm not an ER technician. I
2 don't stock ERs. I staffed the ER as in call.
3 I don't stock them. I think that my degree
4 tells me I can do a little more than stock an
5 ER.

6 Q. I would think so.

7 A. No. I went back to taking the
8 same call. I went back -- it was originally
9 a -- from my understanding, I don't know
10 exactly -- you can refer to the documents and
11 all of the stuff with my attorney. I don't
12 know, but it was my understanding when I was
13 going back that I was going to work the same
14 thing, take the ER call, same pay, fulfill my
15 obligation and my agreement in the same office,
16 seeing patients just like I did before.

17 Q. And that's what you did?

18 A. And that was established the day
19 that I got there. And Ms. Rader, when I met
20 her at 8:30, she was like okay, we are going to
21 send you back to do the same thing. But
22 previous to that it was my understanding they
23 didn't know what they were going to do with me,

1 they didn't know how they were going to do it.

2 Q. But you came back and did what you
3 did before?

4 A. Roger that, sir.

5 Q. Because your complaint, what I was
6 referring to in your complaint, which is this
7 legal document filed by your attorneys in the
8 lawsuit, alleges under paragraph fifty-four in
9 the October 3rd, 2011 meeting --

10 MR. LONERGAN: Do you want me to
11 wait while you pull it?

12 MS. RHODE: Is it all right if I
13 show him?

14 MR. LONERGAN: That's fine. I'm
15 not making it an exhibit.

16 MS. RHODE: That's fine. Just so
17 he can see what it is.

18 Q. (BY MR. LONERGAN:) Paragraph
19 fifty-four says, "Buckner instead told Slusher
20 that his reemployment duties were going to be
21 only in the emergency room to take calls, stock
22 and check the equipment and review and draft
23 HMC policies and procedures through October

1 26."

2 A. That -- yes, he did say that, yes.

3 Q. But you are telling me today that
4 that's not what you did?

5 A. That's not what I did, no, sir.

6 Q. Okay. Paragraph fifty-five,
7 "Slusher's duties before reporting for active
8 duty as an orthopedic surgeon was with his own
9 clinic and staff." That's a -- that's the
10 hospital's clinic?

11 A. Roger.

12 Q. And hospital staff?

13 A. Yes, sir, it was hospital --

14 Q. Not yours?

15 A. Right.

16 Q. "Treating patients in a practice
17 setting and performing surgeries." And you
18 just confirmed that that's what you continued
19 to do in October, right?

20 A. Yes, sir.

21 Q. Okay. Paragraph fifty-six, prior
22 to your deployment it says you had an office,
23 exam room, staff, equipment, et cetera. And

1 then fifty-seven says, "Defendants failed to
2 provide office, exam room, staff, equipment or
3 patient appointments." That's not true, is it?

4 A. That's not true now. When I got
5 there. No, it's not true now, no.

6 Q. Well, it wasn't true at the time
7 that this complaint was filed either.

8 A. No, I had -- when I got back to
9 work, they had -- I was put in that same office
10 and I was seeing patients and had the hospital
11 staff and everything, yes.

12 Q. You had the equipment, patient
13 appointments, exam room, et cetera?

14 A. Yes, sir.

15 MS. RHODE: Are you done?

16 MR. LONERGAN: You might leave it
17 open. I will go back to it.

18 (Whereupon, Defendants' Exhibit 13
19 was marked for identification and
20 copy of same attached hereto.)

21 Q. (BY MR. LONERGAN:) Exhibit 13,
22 Dr. Slusher, looks like a schedule.

23 A. Yes, sir.

1 Q. And you are on that schedule,
2 correct?

3 A. Yes, sir.

4 Q. And this is for October of 2011?

5 A. Yes, sir.

6 Q. Same work schedule in terms of the
7 number of days that you had had prior to
8 deployment, right?

9 A. Yes, sir, seems to be that way.

10 Q. And Dr. Mosley is also on the
11 schedule as well.

12 A. He is, sir.

13 Q. And prior to deployment, you
14 took -- I think your employment agreement shows
15 that you took on-call patients as well, right?

16 A. Yes, sir.

17 Q. And you did that when you returned
18 as well?

19 A. Yes, sir, I did.

20 (Whereupon, Defendants' Exhibit 14
21 was marked for identification and
22 copy of same attached hereto.)

23 Q. Do you recognize what has been

1 marked as Exhibit 14, the letter to you dated
2 October 26, 2011?

3 A. Yes, sir.

4 Q. Now, that has your home address on
5 it. Do you know if this was also given to you
6 hand-delivered or how you received it?

7 A. This address is wrong.

8 Q. Okay.

9 A. Number one. I was at 305 South
10 Bethesda, but that is my home address -- well,
11 it was.

12 Q. It was. Did you change home
13 addresses -- or residences while you were
14 deployed?

15 A. No, sir, I was in that house
16 before that.

17 Q. Okay. Do you remember when you
18 moved into --

19 A. I believe it was October of 2010.

20 Q. Okay.

21 A. The boss knows that better. We
22 all know who the boss is, right?

23 Q. I believe I'm on the same page

1 with you there.

2 MR. BUCKNER: You are miraculous
3 with dates.

4 MR. LONERGAN: Off the record.

5 (Off-the-record discussion.)

6 (Whereupon, a break was had from
7 11:44 a.m. until 11:57 a.m.)

8 (Whereupon, Defendants' Exhibit 15
9 was marked for identification and
10 copy of same attached hereto.)

11 Q. (BY MR. LONERGAN:) Exhibit 15
12 looks like it is notification of a call-up,
13 November 7, 2011, is that correct?

14 A. Roger that, sir.

15 Q. That's the one that you did in
16 Missouri that you referred to earlier?

17 A. Roger that.

18 Q. Where is Fort Leonard Wood?

19 A. Fort lost in the wood, sir. It's
20 about two and a half hours south of St. Louis.
21 Home of the engineers. Home of the military
22 police.

23 Q. And what did you do on that

1 assignment?

2 A. This assignment was the backfill
3 where they needed an orthopedic surgeon to come
4 in and help them to -- there was only two
5 orthopods there. I'm sorry. Orthopedic
6 surgeons are called orthopods. I will refer to
7 them as orthopedic surgeons.

8 But there were only two, and they
9 needed, patient load, they needed to have
10 another one come in and help. And this was the
11 place that they needed it at. So I took this
12 job because I was no longer welcomed at
13 Heritage, so I had to have -- to support my
14 family, so I had to take this deployment.

15 Q. So within -- go ahead.

16 (Whereupon, Defendants' Exhibit 16
17 was marked for identification and
18 copy of same attached hereto.)

19 Q. Your last day at Heritage would
20 have been October 26, pursuant to the
21 termination agreement, correct?

22 A. Oh, yes, sir.

23 Q. And on November 7th, you got this

1 notification?

2 A. Yes, sir.

3 Q. And then you served for how long
4 on that?

5 A. It ended up being four months,
6 November 14th to March -- say I'm good with
7 numbers or dates, but I believe it was March
8 13th or 15th.

9 Q. 2012?

10 A. Oh, yes, sir, 2012.

11 Q. And then Exhibit 16 is the
12 activation date and your reporting notice,
13 correct?

14 A. Yes, sir.

15 Q. Help me understand the two
16 report-to destinations or dates. The first one
17 says November 11th, U. S. Army Hospital. Is
18 that Detroit or destination?

19 A. Detachment.

20 Q. Detachment.

21 A. Yeah.

22 Q. That's your unit that you are
23 going to?

1 A. Roger.

2 Q. And then the actual reporting date
3 of Fort Wood --

4 A. Fort Leonard Wood.

5 Q. -- Fort Leonard Wood is the 14th
6 of November.

7 A. That's the start date, yes, sir.
8 On these orders, for people who don't really
9 see these very often, I will help you
10 understand.

11 Q. That would be me.

12 A. That would be you. Okay. The
13 11th, I report on that date. They give you
14 time to get to your station, your duty station.
15 So they always give you a backdate. So
16 November 14th was a Monday. So that means
17 that's when I report to the hospital. The 11th
18 is typically they give you the date to do
19 inprocessing and stuff like that. So they give
20 you a couple of days forward, and they don't
21 normally give you days after, because they do
22 it, you know, in that time frame. So does that
23 help you?

1 Q. Yes, thank you. You were home in
2 North Carolina?

3 A. When, sir?

4 Q. When you got these orders?

5 A. Roger that, sir.

6 Q. And did you drive to Missouri or
7 did you fly?

8 A. I sure enough did drive, sir. I
9 drive everywhere.

10 Q. And do you recall what your
11 compensation rate was on this call-up?

12 A. Well, I will just use it in terms
13 of major pay.

14 Q. Yes, sir.

15 A. And I don't exactly know what that
16 is, but they did give you a -- just being a
17 doctor pay. And I don't recall. It's in the
18 notes and stuff like that, but I don't recall
19 exactly how much it was. I think it worked out
20 to be like ten grand a month or something like
21 that because they pay -- they pay for TDY.

22 I'm being verbose right now, but I
23 will help you understand the military. When

1 you go on TDY, you go on deployments like this,
2 they pay for certain things like your BAH, BAS,
3 your living arrangements, things like that so
4 --

5 Q. So when you say paying for your
6 living arrangements, are you including that in
7 that ten thousand dollar figure?

8 A. Yes, sir. So it's major pay plus
9 what you get -- you know, the government, they
10 have got computer number generated times .3
11 times the date of your children's birth and all
12 of that other kind of thing, you know. There
13 is a computation for it.

14 MS. RHODE: Just wait for him to
15 ask questions.

16 A. Oh, all right. My bad.

17 (Whereupon, Defendants' Exhibit 17
18 was marked for identification and
19 copy of same attached hereto.)

20 Q. (BY MR. LONERGAN:) Dr. Slusher,
21 what has been handed to you is a letter dated
22 August 30th, 2011 from your attorney,
23 Ms. Jackson, one of your attorneys,

1 Ms. Jackson, to Mr. Buckner and Ms. Rader. And
2 it shows you as a copy on this document. Do
3 you recall receiving this letter?

4 A. Yes, sir. Yes, sir.

5 Q. Do you know if you reviewed this
6 letter before it was sent?

7 A. Yes, sir, they always sent me --

8 Q. Okay.

9 A. Although I can't read it right
10 now.

11 Q. Well, that first page is largely
12 some legal assertions by your attorney.

13 A. Okay.

14 Q. I'm going to ask you a couple of
15 questions.

16 A. Are you going to give me a second
17 to read it, just to --

18 Q. Yes.

19 A. Okay. I just wanted to make sure.

20 Q. I think if you will start on the
21 bottom of the page, the third paragraph and
22 read over the second page, that's what I am
23 going to ask you about. I'm not going to ask

1 you about the first two paragraphs.

2 MS. RHODE: Can you read that
3 paragraph okay?

4 A. (Reviewing document.)

5 MS. RHODE: Do you care if I show
6 him a copy he can actually read?

7 MR. LONERGAN: That's fine.

8 A. (Reviewing document.) Are you
9 ready, sir?

10 Q. (BY MR. LONERGAN:) Yes.

11 A. Oh, I'm sorry. I apologize. Go
12 ahead.

13 Q. There is a reference in the
14 letter. We talked about this earlier in the
15 agreement. It says, "Your employment agreement
16 may be terminated by either party with or
17 without cause upon ninety days written notice,"
18 correct?

19 A. Correct, sir.

20 Q. And we confirmed in these email
21 communications with Ms. Rader that you were --
22 on the termination agreement that you were
23 asking what your ninety-day notice period was

1 going to be.

2 A. Yes, sir.

3 Q. And as it worked out, it was from
4 the date of this agreement through the
5 October 26 period, correct?

6 A. Yes, sir.

7 Q. And then you signed that agreement
8 that confirmed that, the termination, and it
9 was ninety days out, right?

10 A. Yes, sir.

11 Q. The next paragraph says, 10.4, two
12 options for termination. "Give Dr. Slusher
13 ninety days notice of termination and continue
14 paying him per the agreement during the notice
15 period." That's not exactly what the
16 employment agreement says, does it? Which is
17 Exhibit 5.

18 A. We killed a lot of trees here.
19 Are you going to reference a portion of this or
20 are you just saying that this --

21 Q. Fair question. The 10.4.

22 A. Roger that, sir.

23 Q. Now, if you had taken a personal

1 leave, okay --

2 A. Got it, sir.

3 Q. -- there was no obligation of the
4 hospital to pay you, correct?

5 MS. RHODE: Under this section?

6 MR. LONERGAN: Under this
7 employment agreement.

8 MS. RHODE: If he had chosen to
9 take a --

10 MR. LONERGAN: Uh-huh.

11 MS. RHODE: I will simply object.
12 It calls for a legal conclusion, but you can
13 answer to the extent you understand it.

14 A. I understand if I took vacation
15 time, I would get paid.

16 Q. (BY MR. LONERGAN:) Right, that's
17 paid time off.

18 A. Right. But not if I just say hey,
19 Mr. Buckner, I'm leaving, see you later.

20 Q. I need ninety days --

21 A. Right.

22 Q. -- I'm going to go climb the
23 closest mountain.

1 A. In Tennessee, yes, sir.

2 Q. You have the Smokies. Pretty good
3 mountains.

4 A. Yes, sir.

5 Q. But they had no obligation to pay
6 you?

7 A. No, sir.

8 Q. And under that hypothetical --

9 A. Yes, sir.

10 Q. -- you could say I'm going for
11 ninety days, they could have sent you a letter
12 and said we changed our mind, we are
13 terminating you and here is ninety days notice?

14 A. Yes, sir.

15 Q. And you wouldn't be paid?

16 MS. RHODE: I'm going to object.

17 That calls for legal conclusion. You can
18 answer.

19 MR. LONERGAN: Well, we were
20 holding the objections to the form only.

21 Q. (BY MR. LONERGAN:) But you can
22 answer, if you understand my question.

23 A. Yes, sir, my understanding is

1 that, yeah, if I wanted to go, what you say,
2 climb the highest mountain -- it wouldn't take
3 me ninety days, by the way.

4 Q. I said you took ninety days; I
5 didn't say it would take ninety days.

6 A. I would take -- yes, they didn't
7 have to pay me, yes.

8 Q. And they had no obligation to pay
9 you while you were on your military leave
10 either, correct?

11 A. No, sir.

12 Q. Did Ms. Rader or Mr. Buckner
13 communicate to you when you returned from
14 deployment, at any time did they tell you that
15 they were not going to return you to your
16 position at Heritage Medical Center?

17 A. The only thing that I -- can I
18 answer now?

19 Q. Uh-huh.

20 A. The only thing that I understand,
21 they didn't know what they were going to do
22 with me. The first thing I heard when I came
23 back was on the day that I came back, in

1 Ms. Rader's office, what they were going to do.
2 I tried to call her. She never returned my
3 calls.

4 Q. But neither Ms. Rader or
5 Mr. Buckner told you that they would not be
6 returning you to work out the period identified
7 in your termination agreement, correct?

8 A. I don't understand that.

9 Q. Okay.

10 A. One more time.

11 Q. You're saying they weren't
12 clear -- or they weren't sure what they were
13 going to do with you?

14 A. Right.

15 Q. But neither of them ever told you
16 that they would not have -- that they would not
17 return you to work?

18 A. No, sir, they just didn't know
19 what they were going to do with me.

20 Q. And then when you did return on
21 the date that you had agreed upon, you returned
22 to your normal position and duties?

23 A. Well, I returned to what I was

1 doing, but let's make this clear. The office
2 and stuff, that was Dr. Mosley's office. They
3 were allowing me to use his office space.

4 Q. You had office, you saw patients,
5 conducted exams, provided treatment?

6 A. But it was in Dr. Mosley's office,
7 yes.

8 Q. And you knew as far back, as
9 you've already confirmed, prior to being
10 deployed that you knew that they were
11 negotiating with Dr. Mosley to bring him on as
12 a full-time orthopedic surgeon?

13 A. Yes, sir. They had told me they
14 were going to be recruiting.

15 Q. I'm not going to ask you about
16 this set of letters, but I just want to confirm
17 that you received a copy, so you don't have to
18 study it.

19 (Whereupon, Defendants' Exhibit 18
20 was marked for identification and
21 copy of same attached hereto.)

22 Q. It is a letter dated September
23 15th, 2011. It's addressed to Mr. Rhea Garrett

1 with the Community Health Systems, signed by
2 your attorney, Ms. Jackson, and it shows you as
3 a recipient of the letter.

4 A. Yes, sir.

5 Q. Do you recall receiving that
6 letter?

7 A. Yes, sir.

8 Q. Do you recall when you returned to
9 Heritage in October of 2011 whether or not
10 there were any other locum tenens orthopedic
11 surgeons being utilized?

12 A. I -- I think you used one guy
13 before me. I think there was a guy that was
14 there. I don't remember his name. I don't
15 recall his name.

16 Q. But you recall, as you sit here
17 today, you think there was someone being used?

18 A. I think there was someone there.

19 Q. And you said earlier that there
20 was another -- the Tullahoma office?

21 A. Well, it's Dr. Ramprasad. That's
22 his office. He's a private orthopedic surgeon.

23 Q. I just wanted to make sure that

1 wasn't associated with Heritage.

2 A. Negative, sir. He wasn't. He is
3 not, no.

4 Q. In some of the communications or
5 documents produced, without trying to find it,
6 there is a reference to you had applied for
7 licensing in Virginia.

8 A. Yes, sir.

9 Q. Can you tell me what the
10 circumstances were that led you to apply for
11 licensing in Virginia?

12 A. That's kind of a funny story,
13 actually. I was applying for licensure there
14 because I was recruited to go there a while
15 back. And I had already paid the money to get
16 the license. So I just went on ahead and got
17 the license, went through the rest of the
18 procedure.

19 I had already paid for it. So I
20 wasn't just going to -- it was three hundred
21 dollars. I wasn't just going to let that go in
22 the wind. And I have since kept my credentials
23 in the state of Virginia. I don't practice out

1 of there, but I keep it. It is a very hard
2 license to get, so once you get it, you keep
3 it.

4 Q. What had been the time frame that
5 you were being recruited for the Virginia
6 position?

7 A. I don't recall what the dates on
8 that were. That's one that I don't remember.

9 Q. Was it a locum tenens type thing?

10 A. No. It was a -- I believe it was
11 while I was at Heritage. And people were just,
12 you know, interviewing me and stuff like that
13 for going there. And I told them I didn't want
14 to go there.

15 Q. Okay.

16 A. I think it was in 2010, I believe.

17 Q. Do you remember where in Virginia?

18 A. Yes, South Boston, Virginia.

19 That's the name of the city. I don't know the
20 name of the hospital.

21 Q. So it was a hospital, not a
22 practice?

23 A. Right.

1 MS. RHODE: South Boston,
2 Virginia?

3 A. Yes, it's right on the border
4 of -- it's actually a very popular city. It's
5 where Sir or Lord Cornwallis during the
6 Revolutionary War crossed the Dan River and was
7 chasing George Washington's troops across.
8 It's pretty popular, actually. It was just on
9 the History Channel.

10 (Whereupon, Defendants' Exhibit 19
11 was marked for identification and
12 copy of same attached hereto.)

13 Q. (BY MR. LONERGAN:) This document
14 or set of documents, as I understand it, is --
15 sets forth the terms of your complaint with the
16 Department of Labor on the USERRA claim, right?

17 A. I believe so, sir. Yes, sir.

18 Q. If you will turn, I guess, the
19 fourth page in, which is just a basic
20 information sheet, it still shows your address
21 as the -- that's your most current address,
22 right, South Bethesda Road?

23 A. Roger that, sir. Where are you

1 at?

2 Q. I think I'm at the same page you
3 are.

4 A. Okay.

5 Q. It has the black --

6 A. Roger.

7 Q. Took out the Social Security. And
8 then the next page, again, this is an
9 information sheet, and then it has the
10 verification that what you are submitting is
11 true and accurate, signed off on --

12 A. Yes, sir.

13 Q. -- October 18th, 2011, correct?

14 A. Yes, sir.

15 Q. And then the page after that is
16 two pages of typed information with your
17 initials on the bottom of each page, correct?

18 A. Yes, sir.

19 Q. There is a reference in here. It
20 says, "HMC," second paragraph, "was aware of
21 Slusher's military status, as it was discussed
22 during contract negotiations." What do you
23 mean by that?

1 A. That they knew that I was in the
2 reserve and could be deployed at any time.

3 Q. And they still entered into the
4 employment agreement with you, correct?

5 A. Yes, sir, they did.

6 Q. We have already talked about the
7 email exchanges between you and Ms. Rader and
8 the termination agreement, correct?

9 A. We certainly did, sir.

10 Q. Okay. You say in here, "Since he
11 was in Iraq and unaware of his USERRA rights,"
12 he being -- were you communicating directly
13 with the investigator on the contents of this
14 statement?

15 A. She contacted me a couple of
16 times, yes, to get information, yes, sir.

17 Q. And then she sent this back to you
18 and you signed off on it? I believe her name
19 was Ms. Shackelford.

20 A. Ms. Shackelford, roger, yes, sir.

21 Q. Did you tell Ms. Shackelford that
22 you had told Heritage that you were having the
23 agreement, the termination agreement, reviewed

1 by your legal counsel?

2 A. I don't remember that. I don't
3 recall that, sir.

4 Q. Now -- strike that. The second
5 page of the typewritten statement, Dr. Slusher,
6 contains the same allegations that you would be
7 in the emergency room, take calls, stock the
8 emergency room, check the equipment, which you
9 have already verified is not what you did.

10 A. I did not do that, no, sir.

11 Q. When was that Virginia license
12 ultimately approved?

13 A. You got me, sir. Don't know. I
14 had to renew it once since then.

15 Q. How long does a license last?

16 A. They usually last about three
17 years.

18 Q. And like lawyers, do you have the
19 continuing education training requirements?

20 A. Roger that, sir.

21 Q. Are those requirements universal
22 or are they state specific?

23 A. Every state that I have been

1 licensed in, it's the same. You do fifty -- or
2 a hundred and fifty CME credits over a
3 three-year period to maintain your license.

4 Q. And it works across whatever
5 states you have your license --

6 A. I believe so, sir. Every one I
7 have been licensed in, I believe it has been
8 the same.

9 Q. Okay. When you were with Heritage
10 through Weatherby, did they pay for your
11 accommodations?

12 A. Weatherby, sir? Yes, sir, they
13 did.

14 Q. And then once you went under the
15 employment agreement with Heritage, was that
16 your responsibility then for paying for your
17 accommodations?

18 A. Roger that, sir.

19 Q. When you went on deployment and
20 vacated the house that you had been renting,
21 did you terminate the lease, I guess? Was it a
22 month to month?

23 A. It was a month to month, sir.

1 Q. And so you were able to terminate
2 it and not be on the hook for the rent while
3 you were deployed?

4 A. Roger that, sir. I informed her
5 the same time that I informed the hospital.

6 (Whereupon, Defendants' Exhibit 20
7 was marked for identification and
8 copy of same attached hereto.)

9 Q. Dr. Slusher, this is a December
10 2nd, 2011 letter from your law firm to the DOL
11 investigator on your USERRA complaint signed by
12 Ms. Cassie Korando. I think I said that right.

13 A. Cassie, but roger.

14 Q. And it shows you as a recipient of
15 the letter. And I ask you if you recall
16 receiving this.

17 A. I don't recall receiving this, but
18 I'm sure that Cassie had sent it to me in an
19 email or sent it to me in the mail.

20 Q. In the paragraph A it says, "While
21 performing locum tenens service, Dr. Slusher
22 was full-time and the only orthopedic physician
23 in the department."

1 I think we have already verified
2 there were other locum tenens surgeons working
3 at the same time, correct?

4 A. There was Dr. West.

5 Q. So there were others, at least one
6 other?

7 A. At least one other, that didn't
8 work very much. Roger that.

9 Q. And your permanent residence has
10 been in North Carolina since 2005, is that
11 correct?

12 A. 2005. August 1st, 2005.

13 Q. Did you ever speak to anybody at
14 Heritage about employment at other hospitals
15 within that system, the Community Health
16 Systems organization?

17 A. Not that I can recall, sir.

18 Q. Either before your deployment or
19 after you returned?

20 A. Not that I recall, sir, no, sir.

21 Q. In your discussions with
22 Mr. Buckner about your employment agreement, do
23 you have any recollection of him using the term

1 "bridge agreement"?

2 MS. RHODE: I'm sorry. Could you
3 repeat that? I didn't hear it.

4 MR. LONERGAN: I asked him whether
5 he recalled Mr. Buckner using the term "bridge
6 agreement" as it referred to the employment
7 agreement you signed.

8 A. I don't know what that is.

9 Q. (BY MR. LONERGAN:) So the answer
10 is you don't recall that?

11 A. I don't recall it.

12 Q. When did you first become
13 contacted by Triangle Orthopaedics for
14 employment?

15 A. January of 2012.

16 Q. Am I correct in my statement that
17 they contacted you, or did you contact them?

18 A. Well, it really -- that's more
19 than -- it's a longer discussion than just
20 Triangle, because Triangle bought the practice
21 that I went and worked for. I had touched base
22 with Dr. Stevens with Johnston Memorial
23 Hospital when I had a feel I was going to need

1 a job, so I contacted him. And then he was
2 going through negotiations with Triangle to buy
3 his practice. So Triangle actually contacted
4 me and interviewed me in January.

5 Q. When did you talk to Dr. Stevens
6 about joining his practice?

7 A. I believe that was in -- I had an
8 interview with him. I believe it was in
9 mid-September of 2011.

10 Q. And do you recall first contact
11 with Dr. Stevens about an employment
12 opportunity?

13 A. I don't recall a date, no, sir.

14 Q. Would have had to have been prior
15 to September of 2011, if that was your
16 interview?

17 A. I guess that's a -- I guess so,
18 would have to have been before September of
19 '11.

20 Q. And how did you know Dr. Stevens?

21 A. I didn't.

22 Q. How did you find out about him or
23 his opportunity?

1 A. Orthopedic surgeons, I don't know
2 if you know, we get things in the mail all the
3 time for job opportunities. So his job
4 opportunity was posted through a headhunter,
5 and I went through that. And I don't remember
6 the headhunter. Is that okay to use
7 headhunter?

8 Q. I don't have a problem with it.

9 A. Okay.

10 Q. And where was the location of
11 Dr. Stevens' practice, city-wise?

12 A. Smithfield, North Carolina.

13 Q. And then Triangle Orthopaedics is
14 where? You already said you were in Durham.

15 A. I'm not in Durham, no, sir. Their
16 head shed is in Durham.

17 (Whereupon, Defendants' Exhibit 21
18 was marked for identification and
19 copy of same attached hereto.)

20 Q. What has been marked as
21 Exhibit 21, is a reprint of a news article or
22 posting. And I ask you if you have seen that
23 before.

1 A. (Reviewing document.) Yes, sir.

2 Q. So that's Dr. Smith -- Dr. Stevens
3 in Smithfield is referenced there, correct?

4 A. Where do you see -- oh, there he
5 is. Yes, sir, he is referenced here.

6 Q. Did Stevens go with you to
7 Triangle or you went with him?

8 A. As I explained before, sir, yes,
9 sir. He was bought out by Triangle
10 Orthopaedics. It was his practice.

11 Q. Did you actually start working
12 with Dr. Stevens before Triangle?

13 A. No, sir.

14 Q. Or you went straight to Triangle?

15 A. Went straight to Triangle, sir.

16 Q. And do you do mostly sports
17 medicine at Triangle?

18 A. I do everything, sir. I don't do
19 back surgery, but I do -- I'm a general
20 orthopedist with a sports medicine fellowship.
21 As you can read here, I enjoy sports medicine.
22 That's my fellowship. But I do joint
23 replacement and things like that, yes, sir.

1 Q. In reference to you and your
2 family, divide homes between Southern Pines and
3 Clayton?

4 A. Yes, sir. That was the initial
5 thing, because I live so far away from
6 Smithfield. I rented a condo from my friend,
7 but that turned out I didn't need it and I stay
8 at home.

9 Q. You mentioned earlier that
10 somebody at Fort Benning talked to you about
11 your USERRA rights, is that correct?

12 A. Well, I approached the JAG officer
13 and told him what was going on.

14 Q. Did you ever have a discussion
15 with Dr. Mosley about your USERRA rights?

16 A. He mentioned them to me. He asked
17 me if I knew about them. And I said no, I
18 wasn't aware of them.

19 Q. That was the crux of the
20 conversation?

21 A. Pretty much, yes.

22 Q. He was a veteran?

23 A. I think a veteran of three

1 deployments, yes, sir.

2 MR. BUCKNER: I vote for a lunch
3 break.

4 (Off-the-record discussion.)

5 (Whereupon, Defendants' Exhibit 22
6 was marked for identification and
7 copy of same attached hereto.)

8 Q. (BY MR. LONERGAN:) This is a
9 letter dated December 5th, 2011 from your
10 counsel back to the UL investigator,
11 Ms. Shackelford. And again, it shows you as
12 the recipient of the letter. Do you recall
13 receiving it?

14 A. Yes, sir.

15 Q. The employment agreement that you
16 signed with Heritage Medical Clinic in
17 February, did you ever discuss a term longer
18 than one year with Heritage?

19 A. No. No, sir.

20 Q. You have an employment agreement
21 with Triangle?

22 A. Yes, sir, I do.

23 Q. How long is that one for, the

1 term?

2 A. Two-year contract, sir. Are you
3 done with this one, sir?

4 Q. Yes, sir. Did you say you
5 purchased the Bethesda Road home in October of
6 2010?

7 A. I believe that's when it was.
8 Like I say, I have to call the boss. She would
9 confirm when we signed everything.

10 MR. LONERGAN: Short break. I'm
11 going to review a little bit and can give you a
12 guesstimate how much more I have got.

13 (Whereupon, a break was had from
14 12:53 p.m. until 1:15 p.m.)

15 Q. (BY MR. LONERGAN:) In your
16 complaint that your lawyers filed on your
17 behalf in this lawsuit, you make reference to a
18 telephone conversation with Ms. Dortch and
19 state in that complaint, paragraph forty-two,
20 that Ms. Dortch said there were rumors that
21 Slusher was not returning to HMC and that he
22 did not want to return. Do you recall when you
23 had that conversation with Ms. Dortch?

1 A. I don't remember the date on it,
2 but, yes, I remember her telling me that. I
3 don't remember the date on it, but I snuffed
4 that out because that was never -- I don't know
5 where those rumors came from.

6 Q. And she didn't identify where they
7 came from?

8 A. No, sir, she didn't.

9 Q. Paragraph forty-four --

10 MS. RHODE: Are you okay if I show
11 it to him?

12 MR. LONERGAN: Yes, fine, as long
13 as you haven't written any secret code on
14 there.

15 A. I can't even do Morse code, chief,
16 so --

17 Q. (BY MR. LONERGAN:) "Within this
18 time Slusher learned that HMC had accused him
19 of inappropriate sexual conduct with Dortch and
20 further allege that there were unidentified
21 patient complaints regarding his prior medical
22 services." Explain that to me.

23 A. That was just told to me by

1 Shelly, who said that they were saying that I
2 inappropriately sexually harassed her, which
3 was completely false. She -- and that there
4 were patient complaints that I never got
5 anything from. That was the end of that, never
6 heard anything after that.

7 Q. Did she say who had accused you?

8 A. No, sir.

9 Q. Okay. And that's the only thing
10 that was said about it?

11 A. Roger that, sir.

12 Q. And when you returned to HMC, did
13 you approach Mr. Buckner and ask him you had
14 heard this rumor or this is what Ms. Dortch
15 told you? Did you raise any questions about
16 that?

17 A. I don't remember. I don't recall
18 doing that, sir. I think it was kind of a
19 thing that just got blown away. It wasn't
20 anything that I approached or went any further
21 with it, I guess is what --

22 Q. You weren't concerned about it?

23 A. No, sir.

1 Q. And you didn't talk to Mr. Buckner
2 about it or anybody else?

3 A. I don't recall talking to Dan
4 about that, no.

5 Q. Do you recall any conversation
6 with Mr. Buckner prior to your deployment that
7 someone had complained or expressed concern
8 about your language?

9 A. Oh, yeah. Yes, sir. In the
10 operating room? Yes, sir. Yeah, I remember --
11 yes, sir.

12 Q. Not that that would be unusual,
13 based on my experience.

14 A. Roger that, sir.

15 Q. But that someone had said that
16 they objected to your profanity or some sort of
17 your language?

18 A. Roger that, sir.

19 Q. And Mr. Buckner talked to you
20 about it?

21 A. Yes, sir.

22 Q. You just need to know I heard a
23 complaint, just please watch?

1 A. Roger that, sir.

2 Q. Right?

3 A. Roger.

4 Q. And that didn't cause you any
5 heartburn?

6 A. No, sir.

7 Q. And you think it was fair for him
8 to approach you with that comment?

9 A. Roger that.

10 Q. Did you have -- were there any
11 other conversations like that that might have
12 been related to the patients or relations with
13 doctors or staff that you can recall --

14 A. No, sir.

15 Q. -- before you were deployed?
16 Sorry, I let that one slide too long.

17 A. No, sir, I don't remember that,
18 no, sir.

19 Q. The discussion with Mr. Buckner,
20 he didn't say that you were accused of
21 inappropriate sexual conduct or sexual
22 harassment, right?

23 A. No, sir, he didn't.

1 Q. Did you talk to Ms. Rader about
2 that, the conversation that -- strike that.

3 Did you talk to Ms. Rader about
4 the rumors of the sexual conduct relationship
5 with Ms. Dortch?

6 A. No, sir.

7 Q. Did you have any conversations
8 with Ms. Rader similar to what Mr. Buckner had
9 with you that somebody had objected to your
10 language?

11 A. Not that I recall, sir.

12 Q. The conversation with
13 Ms. Dortch -- you do have a date, September
14 20th, so you were back from deployment. Okay.
15 No question.

16 Do you get notice of opportunities
17 for call-up duty because of your position as an
18 orthopedic surgeon and what appears to be a
19 lack of qualified folks? Do you get
20 opportunities passed to you through the
21 government?

22 A. Yes, they are out there. I could
23 call, whatever and say I'm unemployed and do

1 you have a spot somewhere in the world that --
2 yes, sir.

3 Q. Is that how the one in November of
4 2011 in Missouri came about?

5 A. Yes, sir.

6 Q. I assume they are posted online?

7 A. They are not posted online, sir.

8 Q. Your access --

9 A. I don't have access to it. My
10 Lieutenant Colonel Cradier was my -- she is
11 the -- I forgot what her job title is, but she
12 is the one who gives the deployments out,
13 whether you like it or not.

14 Q. Okay. But you could contact her
15 and say I'm looking for a deployment because
16 I'm not employed at Heritage anymore and I need
17 work?

18 A. Yes, I could.

19 Q. And is that what happened on the
20 November 2011 deployment?

21 A. Yes, it is.

22 Q. And what was her name?

23 A. Her name is Lieutenant Colonel

1 Jennifer Cradier. She is at Fort Bragg, North
2 Carolina.

3 Q. Can you spell the last name for
4 me?

5 A. It's on all of the documents, but
6 I believe it's C-r-a-d-i-e-r.

7 Q. And Mr. Buckner never accused you
8 of engaging in any inappropriate sexual
9 conduct, correct?

10 A. No, sir, he never did.

11 Q. Nor did Ms. Rader?

12 A. No, sir.

13 Q. Did Mr. Buckner ever tell you that
14 he had received patient complaints about your
15 behavior?

16 A. No, sir.

17 Q. Did Ms. Rader ever tell you she
18 received patient complaints about your
19 behavior?

20 A. No, sir.

21 Q. Did you feel like you had good
22 relationships with staff and personnel at
23 Heritage before you went on deployment?

1 A. Yes, sir.

2 (Whereupon, Defendants' Exhibit 23
3 was marked for identification and
4 copy of same attached hereto.)

5 Q. (BY MR. LONERGAN:) Dr. Slusher,
6 what has been handed to you marked as
7 Exhibit 23 is a damages calculation that your
8 attorneys I believe put together and have
9 presented. I ask you if you have reviewed this
10 document before today.

11 A. Yes, sir, I have seen this.

12 Q. Now, as I read this document, you
13 are asking for compensation from your -- from
14 June 19th, 2011 through the February 1st, 2012,
15 what was the end date of your employment
16 agreement, is that correct? It's under heading
17 number one, second paragraph.

18 A. I think the date was February
19 28th, 2012, was it not?

20 Q. It says February 1, but --

21 A. Where does it say February 1st at,
22 sir?

23 Q. The second paragraph -- it says,

1 "The remainder of the contract would have been
2 through February 28th. The period from June
3 19th, 2011 through February 1st contains
4 sixteen pay periods." I just didn't know what
5 the February 1st date represented.

6 A. I still don't see the February 1st
7 date.

8 MS. RHODE: Probably a typo.

9 A. Oh, there it is. Okay. Roger.
10 Could you ask the question again, then, sir?
11 I'm sorry.

12 Q. (BY MR. LONERGAN:) Well, you are
13 asking to be compensated from June 19th
14 through whether it's February 1st or February
15 28th, is that correct, what you are saying your
16 damages are?

17 A. I would just like what's, you
18 know, through the law, what the law entitles me
19 to.

20 Q. Well, if you use the June 19th
21 date, if I understand it, you are asking to be
22 paid while you were deployed.

23 A. That's what it looks like there,

1 sir. I just want what the law entitles me to.

2 I would like, not want. I would like.

3 Q. Page two, the damages calculations
4 worksheet has placed a value of a hundred
5 thousand dollars on what you claim is extreme
6 emotional distress and hardship; can you
7 expound upon that for me?

8 A. I guess I don't understand.
9 What do you mean? Do you want me to tell you
10 what extreme distress is?

11 Q. Do you know how you came up with a
12 hundred thousand dollars?

13 A. No, I don't know how come up -- I
14 don't know how the figures are put on things.
15 But if you have ever been in a combat
16 situation, you understand what stress is.

17 Q. I understand that.

18 A. I don't understand where the
19 number came from, but --

20 Q. Okay.

21 A. Yeah, I don't know where the
22 number -- I don't know how you calculate that
23 number, I guess is what I'm trying to say.

1 Q. And then you were -- you secured
2 your Triangle employment within -- by April of
3 2012, correct?

4 A. I started April 9th, 2012.

5 Q. Okay. And you said you started
6 conversations with Dr. Stevens in September of
7 2011?

8 A. I believe so, yes, sir.

9 Q. Did you know that you had the
10 employment opportunity with Triangle before you
11 went to Fort Leonard Wood, Missouri?

12 A. No, sir.

13 Q. When did you, if you recall, did
14 the Triangle Orthopaedic opportunity become
15 concrete?

16 A. Are you done? As I said before, I
17 originally went through Dr. Stevens.
18 Dr. Stevens interviewed me. I'm sure it is the
19 same for lawyers. You go through all of the
20 partners, you go through everybody, and you say
21 this is the guy that I want. So while that
22 whole thick process was going on, he in turn
23 was also selling his practice to Triangle.

1 So I had to come back because they
2 didn't know if they wanted to hire me.
3 Dr. Stevens said yeah, you know, this is the
4 guy that I want, but we have to get it approved
5 through Triangle. So I had to come back in
6 January to get the job. So I had no
7 opportunity -- I didn't know if I was being
8 hired by them or not, not until January when
9 they interviewed me again.

10 And then they sent me a contract.
11 I don't know what day the contract they sent
12 me, but they sent it to me after the January --
13 I don't even remember -- I think it was the
14 third week in January when they interviewed me,
15 I believe. And I believe that Johnston
16 Memorial sent me a contract as well to review
17 and look at if I was okay with it.

18 Q. Okay.

19 (Whereupon, Defendants' Exhibit 24
20 was marked for identification and
21 copy of same attached hereto.)

22 Q. Do you recognize that document?

23 A. This looks like my employment

1 agreement with Triangle, I believe.

2 Q. Correct. And it's effective April
3 9th, and if I understood your testimony
4 correctly, sometime about the 3rd -- late in
5 January of 2012, this offer materialized?

6 A. No. That's when I had -- I
7 interviewed with them.

8 Q. Okay.

9 A. And that's when they kind of put a
10 name to a face.

11 Q. Got you. When do you think from
12 your recollection and sitting here this
13 afternoon the offer materialized, the contract
14 may not have been written, but the offer
15 materialized?

16 A. I would say in February, some time
17 frame like that, February, mid-February, late
18 February.

19 Q. Does your wife work, Doctor?

20 A. No, sir, she doesn't. She works
21 with the kids at home.

22 Q. That's hard work and no pay. The
23 reason I ask that is on your income tax returns

1 that you supplied, spouse is identified as a
2 business administrator.

3 A. Huh? I don't know what that
4 means. Which one was that? We have a guy that
5 does our taxes for us.

6 Q. 2011, 2012. And I don't need to
7 make them an exhibit. I just want to --

8 A. Maybe I should have that changed.
9 I don't know. She is not a business -- she is
10 a very good housewife is what she is. Where
11 would it say that at?

12 Q. On the second page.

13 A. Oh, sure does, doesn't it?

14 Q. On both of them.

15 A. Well, I'm going to have to call
16 Keith on that. I don't know what that means.
17 Do you want these back, sir?

18 Q. Yes. I'm not going to make them
19 an exhibit. Do you want them so it can remind
20 you to call?

21 A. Yeah, I do. Thank you. I don't
22 know what that means.

23 MR. LONERGAN: I will go ahead and

1 mark those collectively.

2 (Whereupon, Defendants' Exhibit 25
3 was marked for identification and
4 copy of same attached hereto.)

5 A. I don't know what that means. She
6 will probably laugh. He went ahead and made it
7 a collective, and he gives me this so I can
8 show --

9 MS. RHODE: Oh, okay.

10 Q. (BY MR. LONERGAN:) With the
11 Missouri deployment --

12 A. Yes, sir.

13 Q. -- you are able to provide a
14 continuous health and family medical insurance
15 once you left Heritage?

16 A. Through the military, yes, sir.

17 Q. And you maintained that until you
18 went to work for Triangle?

19 A. I still have Tri-Care. I still --
20 through the Reserve Select, I chose to do that.
21 Instead of taking Triangle's insurance, I'm
22 covered under Tri-Care. It's actually a better
23 insurance for us.

1 Q. I would think so.

2 A. Well, it's a little bit better.
3 It's just a different --

4 Q. And you have been on that since
5 November of 2011 when you were deployed to
6 Missouri or prior to that?

7 A. Well, we get it while we're in --
8 while I was in Iraq, and then you get it for a
9 hundred and eighty days when you leave. After
10 you come back from active duty, you stay on it,
11 so they allow you to get insurance, blah, blah,
12 blah, right?

13 Q. Right.

14 A. So then I decided we would just
15 stay on the Reserve Select instead of going
16 back.

17 Q. So you have been on it, then,
18 since your Iraq deployment?

19 A. I believe so, yes, sir.

20 Q. Other than complaining about your
21 sore back, are you in good health?

22 A. Yes, sir.

23 Q. And your family members as well?

1 A. As far as I know, sir.

2 Q. Okay.

3 A. I hope they are okay. Do you know
4 something I don't know?

5 Q. No. You have had no major medical
6 claims or anything --

7 A. With my wife? Yes. She had a --
8 in February of last year, she had a tumor in
9 her chest, and she had to have open-heart
10 surgery and have that removed, had that
11 resected.

12 Q. But in terms of through 2000 --
13 from your deployment through 2012, your wife's
14 surgery wasn't until 2013?

15 A. 2013. I think it was January.
16 She will kill me if I don't remember. End of
17 January 2013.

18 Q. But no major medical issues for
19 your family post-deployment for 2012?

20 A. No, sir. Knock on wood, sir.
21 That's not wood but --

22 Q. What is your date of birth?

23 A. July 22nd, 1969.

1 Q. When you returned from your
2 deployment, did you have to -- I think my
3 question already covers this, but just to be
4 safe, did you have to seek medical treatment
5 for any conditions, illnesses, et cetera?

6 A. Negative, sir.

7 Q. Have you had counseling for any
8 issues from -- following your deployment?

9 A. No, sir.

10 MR. LONERGAN: Why don't you give
11 me about five minutes with Mr. Buckner and we
12 will be in a position to wrap this up.

13 MS. RHODE: Sounds terrific.
14 Thank you.

15 (Whereupon, a break was had from
16 1:42 p.m. until 1:53 p.m.)

17 Q. (BY MR. LONERGAN:) Now, your
18 complaint -- back to the complaint.

19 A. What number, sir?

20 Q. Well, count three, eighty-six,
21 eighty-seven. You sued Mr. Buckner
22 individually, okay? And I think you have
23 already answered this, but can you tell me why

1 you accused Mr. Buckner of falsely and
2 recklessly alleging that you had engaged in
3 inappropriate sexual conduct?

4 A. Say that again, sir.

5 Q. Allegation eighty-seven. Based on
6 what -- your answer to my questions, that's not
7 a true allegation, is it?

8 A. No, I don't -- I don't know -- he
9 never accused me personally of that, no.

10 Q. Did someone -- and I think I asked
11 you. Ms. Dortch didn't tell you who; she told
12 you about rumors; she didn't tell you who.

13 A. Just told me rumors.

14 Q. And he never said anything to you
15 related to that?

16 A. No, sir.

17 Q. Nor did Ms. Rader?

18 A. No, sir.

19 Q. Okay. Same thing with
20 eighty-nine, Mr. Buckner didn't tell you --

21 A. I don't recall Mr. Buckner saying
22 that to me, no, sir.

23 Q. And you don't recall anybody

1 telling you that Buckner said that about you?

2 A. I don't recall that, no, sir.

3 Q. And the only conversation you
4 recall having with Mr. Buckner was about you
5 said language made in the OR room that somebody
6 complained which was pre-deployment?

7 A. Yes, sir.

8 Q. No conversations related to that
9 after you came back?

10 A. Not that I recall, sir.

11 MR. LONERGAN: Let me just peruse
12 through my outline one more time and wrap it
13 up.

14 (Brief pause.)

15 MR. LONERGAN: I think that's all
16 I have, Shari.

17

18 EXAMINATION BY MS. RHODE:

19 Q. I just have a couple of just
20 little brief questions about some things that
21 Mr. Lonergan didn't ask you about. If you will
22 look at Exhibit 11.

23 MS. RHODE: I can show him my

1 copies if that's okay with you.

2 A. It's okay with you, sir?

3 MR. LONERGAN: They are right
4 there.

5 A. I have got mine. Yes, ma'am.

6 Q. (BY MS. RHODE:) At the time you
7 signed document 11, were you aware of any of
8 your USERRA rights?

9 A. No, ma'am.

10 Q. If you will look at Exhibit 13,
11 please.

12 A. That's through all of the emails,
13 right?

14 Q. Correct.

15 A. Yes, ma'am.

16 Q. When the word "surgery" appeared
17 on any of these dates, what does that mean?

18 A. That means that's my designated
19 surgery date.

20 Q. Does that indicate that you
21 actually performed a surgery on any of those
22 particular dates?

23 A. This schedule only says that this

1 is the date that I am scheduled to do
2 surgeries. If I have anything that comes in
3 on-call or I needed to do an ankle fracture, or
4 just to make a long story short --

5 Q. Slow down.

6 A. Oh, okay. Sorry. That would be
7 the day that I could do it. I guess we call it
8 block time.

9 Q. Take a look at Exhibit 19, please.
10 It's about the seventh page. It's the second
11 page of the typed version of your comments.

12 A. Yes, ma'am.

13 Q. There is a reference that -- the
14 fifth line starts with the word "during."

15 A. Yes, ma'am.

16 Q. At the time that you met with
17 Mr. Buckner on October 3rd of 2011, did he ever
18 inform you that you were going to be working in
19 the emergency room and stocking?

20 A. Yes, ma'am, that's what he said I
21 was going to be doing.

22 Q. But you never had to do that?

23 A. No, ma'am, I never had to do that.

1 Q. And one more question. If you
2 will look at Exhibit 22, please. At any time
3 during the period that you worked with Heritage
4 or -- did Mr. Buckner discuss with you the
5 possibility of an extension?

6 A. We discussed that when it got
7 closer to the end of the contract, then that's
8 when we would discuss whether or not we were
9 going to make it longer, make it a longer
10 contract.

11 Q. But you never actually made any
12 agreement to extend?

13 A. No, ma'am.

14 MS. RHODE: I have nothing
15 further. Thank you.

16
17 REEXAMINATION BY MR. LONERGAN:

18 Q. When you signed Exhibit 11 --

19 A. That's termination agreement,
20 correct?

21 Q. Yes. What that does -- I get to
22 come back and ask questions --

23 A. Roger that. Go ahead, sir. Fire

1 away.

2 Q. When you signed Exhibit 11, you
3 knew what you were signing and that it was
4 terminating your employment agreement in ninety
5 days, correct?

6 A. Roger that, sir.

7 Q. And I just want -- the
8 representations in your emails that you were
9 consulting with legal counsel, you never told
10 anybody at Heritage that you didn't have the
11 opportunity to do that or did not consult legal
12 counsel before --

13 A. No, sir.

14 Q. -- signing that agreement?

15 A. No, sir.

16 MR. LONERGAN: That's all I have.

17 MS. RHODE: Thank you. We
18 reserve.

19

20 FURTHER THE DEPONENT SAITH NOT

21

22 (Deposition concluded at 2:01 p.m.)

23 DEPONENT'S CERTIFICATE

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I, RICHARD SLUSHER, D.O., the
witness herein, have read the transcript of my
testimony taken before Gail B. Pritchett, on
the 2nd day of March, 2014 and the same is true
and correct, to the best of my knowledge. Any
corrections and/or additions, if any, are
listed separately.

RICHARD SLUSHER, D.O.

C/O Ms. Shari Rhode
Rhode & Jackson, PC
1405 West Main Street
P. O. Box 99
Carbondale, Illinois 62903-099

Sworn to and subscribed before me,
this the day of , 2014, to
certify which witness my hand and seal of
office.

NOTARY PUBLIC IN AND FOR
THE STATE OF ALABAMA

1 C E R T I F I C A T E

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4 STATE OF ALABAMA

5 JEFFERSON COUNTY

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I hereby certify that the above
and foregoing deposition was taken down by me
in stenotypy, and the questions and answers
thereto were reduced to typewriting under my
supervision, and that the foregoing represents
a true and correct transcript of the deposition
given by said witness upon said hearing.

I further certify that I am
neither of counsel nor of kin to the parties to
the action, nor am I in anywise interested in
the result of said cause.

/s/ Gail B. Pritchett

COMMISSIONER-NOTARY PUBLIC

ACCR LICENSE NO. 116, Exp. 9/30/2014

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